



## **UPLAND CITY COUNCIL**

### **AGENDA**

**November 11, 2019  
City Council Chamber**

**DEBBIE STONE, MAYOR  
JANICE ELLIOTT, MAYOR PRO TEM  
RICKY FELIX, COUNCILMEMBER  
RUDY ZUNIGA, COUNCILMEMBER  
BILL VELTO, COUNCILMEMBER**

**ROSEMARY HOERNING, INTERIM CITY MANAGER  
STEVEN FLOWER, INTERIM CITY ATTORNEY**

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#### **DISRUPTION OF MEETINGS**

Individuals who demonstrate disruptive conduct during City Council meetings that prevent the City Council from conducting its meeting in an orderly manner are guilty of a misdemeanor as stated in PC403, disrupting a public meeting, and are subject to removal from the chamber or arrest.

**\* \* \* \* \***

**6:00 PM - Closed Session**

- 1. CALL TO ORDER AND ROLL CALL**
- 2. ADDITIONS-DELETIONS TO AGENDA**
- 3. ORAL COMMUNICATIONS**

This is a time for any citizen to comment on item listed on the closed session agenda only. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. The use of visual aids will be included in the time limit.

- 4. CLOSED SESSION**

A. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant paragraph 2 of subdivision (d) of Section 54956.9: 1 Potential Case

B. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of California Government Code Section 54956.9)

Case Name: Simpson v. City of Upland  
San Bernardino County Superior Court of California Case No. CIV-DS-180-9093

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**7:00 PM**

**5. INVOCATION**

Pastor Mike Cloud, Life Bible Fellowship

**6. PLEDGE OF ALLEGIANCE**

Cub Scout Pack 614

**7. PRESENTATIONS**

Recognition of Upland Residents Serving in the Military

Information Presentation on Congressman Pete Aguilar's Annual Veterans Resource Fair by Danny Milla Constituent Services Representative

Upland Recycling Program Update by Mike Arreguin and Steven Bradshaw, Burrtec Waste Industries, Inc.

Cool Parks Grant Project Information Presentation by Public Works Operations Manager Richard Smiderle

**8. CITY ATTORNEY**

**9. ORAL COMMUNICATIONS**

This is a time for any citizen to comment on any item listed on the agenda only. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. Speakers will be given five (5) minutes during public hearings. The use of visual aids will be included in the time limit.

**10. COUNCIL COMMUNICATIONS**

**11. CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the legislative body request specific items be removed from the Consent Calendar for separate action.

- A. APPROVAL OF MINUTES  
Approve the Regular Meeting Minutes of October 28, 2019. (Staff Person: Keri Johnson)
- B. APPROVAL OF WARRANT AND PAYROLL REGISTERS OCTOBER, 2019  
Approve the October Warrant Registers and Direct Disbursements (check numbers 27279-27736) totaling \$5,857,569.92 and Payroll Registers totaling \$1,467,342.14 (check Numbers 160871-161052 and EFTs 17452-17945). (Staff Person: Londa Bock-Helms)
- C. TREASURY REPORT SEPTEMBER 2019  
Receive and file the September 2019 Treasury Report. (Staff Person: Londa Bock-Helms)
- D. THIRD AMENDMENT TO THE AGREEMENT WITH THE ZAPPIA LAW FIRM FOR LABOR AND EMPLOYMENT LAW SERVICES  
Authorize the City Manager to execute the third amendment to the original agreement with The Zappia Law Firm for labor and employment law services. (Staff Person: Rosemary Hoerning)
- E. EMERGENCY OPERATIONS PLAN - CITY OF UPLAND  
Adopt the Emergency Operations Plan for the City of Upland. (Staff Person: Jeff Birchfield/Klasha Ray)
- F. APPROVAL OF A QUITCLAIM DEED TO RUGS LIMITED, LLC BY THE CITY OF UPLAND FOR A PORTION OF 'A' STREET  
Approve a quitclaim deed to Rugs Limited, LLC for a portion of "A" Street next to vacant lot APN 1046-532-01 (102 13th Avenue) and authorize the Interim City Manager to sign the quitclaim deed; and accept Rugs Limited LLC's offer to pay the appraised value in the amount of thirty one thousand two hundred and eighteen dollars (\$31,218). (Staff Person: Rosemary Hoerning)
- G. NOTICE OF COMPLETION FOR SC BALDY VIEW DEVELOPMENT COMPANY, LLC REGARDING HARVEST AT UPLAND SPECIFIC PLAN  
Accept the Notice of Completion and authorize the Interim City Manager to execute the Notice of Completion in compliance with the Acquisition Agreement by and among City of Upland, SC Baldy View Development Company, LLC, and Lewis Management Corporation dated May 1, 2016. (Staff Person: Rosemary Hoerning)

## **12. PUBLIC HEARINGS**

- A. CONSIDERATION OF AN ORDINANCE OF THE CITY OF UPLAND ADDING A NEW CHAPTER 5.76 TO THE UPLAND MUNICIPAL CODE TO CREATE A SIDEWALK VENDING PROGRAM, AMENDING RELATED PROVISIONS OF THE UPLAND MUNICIPAL CODE, AND CONSIDERATION OF A RESOLUTION AMENDING THE MASTER FEE SCHEDULE TO ESTABLISH FEES FOR SIDEWALK VENDING PERMITS.  
The City Council will consider an Ordinance to create a sidewalk vending program and a resolution to amend the master fee schedule to establish fees for sidewalk vending permits. (Staff Person: Robert Dalquest)  
Recommendation: 1) Staff Presentation  
2) Hold Public Hearing  
3) Close Public Hearing  
4) Hold first reading by title only, waive further reading, and introduce an Ordinance adding a new Chapter 5.76 to the Upland Municipal Code to create a sidewalk vending program, amending related

provisions of the Upland Municipal Code, and making a determination of exemption under CEQA

- 5) Adopt a Resolution amending the Master Fee Schedule to establish fees for sidewalk vending permits.

### **13. COUNCIL COMMITTEE REPORTS**

- A. FINANCE COMMITTEE MEETING, OCTOBER 23, 2019

### **14. BUSINESS ITEMS**

- A. ELIGIBILITY CONFIRMATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) EMERGENCY REPAIRS PROGRAM PARTICIPANTS AND GRANT FUNDING AWARD

Confirm eligibility and grant funding for two (2) Emergency Repairs Program projects. (Staff Person: Robert Dalquest)

### **15. ORAL COMMUNICATIONS**

This is a time for any citizen to comment on any item not listed on the agenda. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. The use of visual aids will be included in the time limit. Public comments and questions for the purpose of hearing current matters of concern in our community and to provide citizens a method for the public to hear those concerns in an open venue is encouraged. However, under the provisions of the Brown Act, the City Council is prohibited from discussion of items not listed on the agenda, and therefore, the City Council, City Manager, or City Attorney will take communications under advisement for consideration and appropriate response or discussion at a later time.

### **16. CITY MANAGER**

### **17. ADJOURNMENT**

The next regularly scheduled City Council meeting is Monday, November 25, 2019.

**NOTE:** If you challenge the public hearing(s) or the related environmental determinations in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Upland, at, or prior to, the public hearing.

All Agenda items and back-up materials are available for public review at the Upland Public Library, downstairs reference desk at 450 North Euclid Avenue, the City Clerk's Office at 460 North Euclid Avenue and the City website at [www.ci.upland.ca.us](http://www.ci.upland.ca.us), subject to staff's ability to post the documents before the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office, 931-4120. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II]

**POSTING STATEMENT:** On November 6, 2019 a true and correct copy of this agenda was posted on the bulletin boards at 450 N. Euclid Avenue (Upland Public Library) and 460 N. Euclid Avenue (Upland City Hall).

**MINUTES OF THE REGULAR MEETING OF THE  
UPLAND CITY COUNCIL  
OCTOBER 28, 2019**

**OPENING**

The regular meeting of the Upland City Council was called to order by Mayor Debbie Stone at 6:00 p.m. in the Council Chamber of the Upland City Hall.

**1. ROLL CALL**

Present: Mayor Debbie Stone, Council Members Janice Elliott, Ricky Felix, Bill Velto, and Rudy Zuniga

Staff: Interim City Manager Rosemary Hoerning, Interim City Attorney Steven Flower, and City Clerk Keri Johnson

**2. ADDITIONS/DELETIONS TO AGENDA** None

**3. ORAL COMMUNICATIONS** None

**4. CLOSED SESSION**

At 6:01 p.m. Mayor Stone announced the City Council would recess to Closed Session pursuant to Government Code Section

A. GOVERNMENT CODE SECTION 54957.6 - CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Interim City Manager Rosemary Hoerning

Employee organizations: Upland Police Officers Association

The City Council reconvened in open session at 7:00 p.m.

**5. INVOCATION** Deacon Richard Simpson, St. Anthony's Catholic Church

**6. PLEDGE OF ALLEGIANCE** Councilmember Elliott

**7. PRESENTATIONS**

Lemon Festival Grant Awards were presented to the grant recipients.

Historic Downtown Upland Merchant's Association accepted a proclamation declaring Saturday November 30, 2019 as Small Business Saturday.

**8. CITY ATTORNEY**

Interim City Attorney Flower announced there was nothing to report from Closed Session.

**9. ORAL COMMUNICATIONS**

Barbara McJoynt, Upland encouraged the City Council to conduct a request for proposals for City Attorney services.

Lois Sicking Dieter, provided suggestions for elements that should be included in the request for proposals for City Attorney services.

**10. COUNCIL COMMUNICATIONS**

Councilmembers announced various activities throughout the community, including providing an update on the meetings they attended.

**11. CONSENT CALENDAR**

Motion by Councilmember Zuniga to approve the remainder of the Consent Calendar, seconded by Councilmember Felix, and carried unanimously.

A. APPROVAL OF MINUTES

Approved the Regular Meeting Minutes of October 14, 2019 and the Special Joint Workshop Minutes of October 21, 2019.

B. ANNUAL MEETING OF THE POMONA VALLEY PROTECTIVE ASSOCIATION (PVPA)

Appointed Rosemary Hoerning as proxy to vote all shares at the annual shareholder's meeting of the Pomona Valley Protective Association.

C. INCREASE THE DEVELOPMENT/TRAFFIC ENGINEERING DEPARTMENT BUDGET FOR TKE ENGINEERING SERVICES

Approved the use of fund balance in order to increase the FY 2019-20 adopted budget by \$180,000 for map and improvement plan checking services for a total budgeted amount of \$200,000.

**12. PUBLIC HEARINGS** None

**13. COUNCIL COMMITTEE REPORTS** None

**14. BUSINESS ITEMS**

A. RESOLUTION FOR SENATE BILL 2 PLANNING GRANTS PROGRAM FUNDS

Development Services Director Dalquest presented the staff report along with a PowerPoint presentation, which is on file in the City Clerk's Office.

There was discussion on the maximum square footage allowed for accessory dwelling units (ADU) and the reassessment of property values based on the addition of ADUs.

Motion by Councilmember Elliott to adopt Resolution No. 6515 authorizing the application for, and receipt of, Senate Bill 2 (SB 2) Planning Grants Program funds, seconded by Councilmember Velto, and carried unanimously.

**B. CONSIDERATION OF SOLICITING PROFESSIONAL CITY ATTORNEY SERVICE PROPOSALS**

Interim City Manager Hoerning presented the staff report, which is on file in the City Clerk's Office.

There was discussion regarding the timeline to prepare the request for proposals and the process for reviewing submittals and interviewing prospective firms.

Motion by Councilmember Zuniga, to direct the City Manager to solicit professional City Attorney service proposals, seconded by Councilmember Velto, and carried unanimously.

**C. APPROVAL OF MOTOR CONTROL CENTER AND BOOSTER STATION MAINTENANCE & UPGRADE WORK AT PLANT 6**

Interim City Manager Hoerning presented the staff report, which is on file in the City Clerk's Office.

Motion by Mayor Stone to approve an agreement with KSM Electric, Inc. for the maintenance replacement and upgrade of 15th Street electrical equipment (Plant 6) for \$241,712.70 and authorize a contingency of in the amount of \$8,287.30 for a total authorized amount of \$250,000, seconded by Councilmember Elliott, and carried unanimously.

**15. ORAL COMMUNICATION (items not on the agenda)**

Barbara McJoynt, Upland, spoke in opposition of a proposed distribution warehouse project.

Irmalinda, Osuna, suggested the City Council develop a selection and rating criteria to evaluate proposals for the City Attorney services.

**16. CITY MANAGER**

Interim City Manager Hoerning announced upcoming workshops and a community survey available on the City's website.

**17. ADJOURNMENT**

At 8:07 p.m., Mayor Stone adjourned the meeting in honor of all those affected by breast cancer. The next regularly scheduled City Council meeting is Monday, November 11, 2019.

**SUBMITTED BY**

  
Keri Johnson, City Clerk

**APPROVED**

November 11, 2019



## STAFF REPORT

**ITEM NO. 11.B.**

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**DATE:** November 11, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**PREPARED BY:** LONDA BOCK-HELMS, CPA, ACTING ADMINISTRATIVE SERVICES DIRECTOR  
**SUBJECT:** APPROVAL OF WARRANT AND PAYROLL REGISTERS OCTOBER, 2019

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### RECOMMENDED ACTION

It is recommended that the City Council approve the October Warrant Registers and Direct Disbursements (check numbers 27279-27736) totaling \$5,857,569.92 and Payroll Registers totaling \$1,467,342.14 (check Numbers 160871-161052 and EFTs 17452-17945).

### GOAL STATEMENT

The proposed action supports the City's goal to manage the City's resources in a fiscally responsible and transparent manner.

### BACKGROUND

The City Council is presented with the financial disbursements for the purchase of materials, supplies, services, capital projects, and payroll warrants issued in the prior month. This process provides the City Council the opportunity to review the expenses of the City.

### ISSUES/ANALYSIS

In accordance with Government Code Section 37208, the Finance Officer hereby certifies that the attached Warrant Registers, Direct Disbursements, and Payroll Registers have been found to conform to the approved budget and have been paid. These demands are submitted to the City Council for review and approval.

**FISCAL IMPACTS**

Funds are available for the payment of the Warrant Registers, Direct Disbursements, and Payroll Registers.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**Warrant Register October, 2019**

11/05/2019 16:03  
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City of Upland, CA  
AP CHECK RECONCILIATION REGISTER

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FOR CASH ACCOUNT: 9000000 1001

FOR: Cleared and Uncleared

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27280	10/02/2019	PRINTED	099418 FRANCHISE TAX BOARD	100.00			
27281	10/02/2019	PRINTED	000295 INLAND EMPIRE UNITED WAY	26.00			
27282	10/02/2019	PRINTED	000736 UPLAND POLICE MANAGEMENT	1,183.00			
27283	10/02/2019	PRINTED	000737 UPLAND POLICE OFFICERS AS	4,458.00			
27284	10/02/2019	PRINTED	082591 1-800 RADIATOR	129.30			
27285	10/02/2019	PRINTED	017278 A T & T	328.08			
27286	10/02/2019	PRINTED	099181 ACCOUNTEMPS	1,949.52			
27287	10/02/2019	PRINTED	006683 ATMAA INC	2,720.00			
27288	10/02/2019	PRINTED	003987 BALDY VIEW GYMNASTICS	2,206.92			
27289	10/02/2019	PRINTED	017606 BENTLEY SYSTEMS INC	6,505.00			
27290	10/02/2019	PRINTED	120021 BRIGHTVIEW	55,786.95			
27291	10/02/2019	PRINTED	000291 CARQUEST AUTO PARTS	810.60			
27292	10/02/2019	PRINTED	084141 CARTY, DIANE	342.00			
27293	10/02/2019	PRINTED	000448 CINTAS CORPORATION	582.61			
27294	10/02/2019	PRINTED	004503 COALE, RICHARD	36.99			
27295	10/02/2019	PRINTED	014251 COMPRISE TECHNOLOGIES INC	1,755.00			
27296	10/02/2019	PRINTED	000521 COUPLAND, DONNA	285.00			
27297	10/02/2019	PRINTED	000205 ROSALYN MARIE NICHOLAS	3,625.22			
27298	10/02/2019	PRINTED	000401 DANIEL RODRIGUEZ	150.00			
27299	10/02/2019	PRINTED	000710 DIAZ, OSCAR	323.25			
27300	10/02/2019	PRINTED	019101 DURAN, MAURICE	185.41			
27301	10/02/2019	PRINTED	004402 VARGAS, LUPE B	410.00			
27302	10/02/2019	PRINTED	097141 EUROFINS EATON ANALYTICAL	12,591.00			
27303	10/02/2019	PRINTED	002435 EVERSOFTE	858.00			
27304	10/02/2019	PRINTED	044891 FARLEY, SANDRA	2,080.35			
27305	10/02/2019	PRINTED	004456 FEDERAL EXPRESS	28.85			
27306	10/02/2019	PRINTED	096251 FORD OF UPLAND	472.93			
27307	10/02/2019	PRINTED	000078 FRONTIER	81.26			
27308	10/02/2019	PRINTED	000078 FRONTIER	110.15			
27309	10/02/2019	PRINTED	000078 FRONTIER	119.18			
27310	10/02/2019	PRINTED	000078 FRONTIER	531.95			
27311	10/02/2019	PRINTED	058311 G H A TECHNOLOGIES	8,319.00			
27312	10/02/2019	PRINTED	122151 GOSS, CAROLINA	51.00			
27313	10/02/2019	PRINTED	000290 GRAINGER	164.73			
27314	10/02/2019	PRINTED	004501 HARMON, PAUL	1,290.60			
27315	10/02/2019	PRINTED	056561 HLP INC	6,206.40			
27316	10/02/2019	PRINTED	000329 HOLLIDAY ROCK CO INC	341.03			
27317	10/02/2019	PRINTED	000629 HONEYCOTT, INC	629.00			
27318	10/02/2019	PRINTED	004495 HOSE-MAN INC	89.00			
27319	10/02/2019	PRINTED	003430 INLAND EMPIRE STAGES, LTD	1,557.75			
27320	10/02/2019	PRINTED	000153 INLAND EMPIRE UTILITIES A	52,475.50			
27321	10/02/2019	PRINTED	004137 INLAND FAIR HOUSING MEDIA	3,510.94			
27322	10/02/2019	PRINTED	000195 INLAND VALLEY DAILY BULLE	332.08			
27323	10/02/2019	PRINTED	106951 INTEGRATED TECHNOLOGY	1,149.58			
27324	10/02/2019	PRINTED	114501 INTERWEST CONSULTING GROU	16,982.50			
27325	10/02/2019	PRINTED	000707 J G TUCKER & SONS INC.	719.59			
27326	10/02/2019	PRINTED	001767 J P COOKE CO	1,217.76			
27327	10/02/2019	PRINTED	048371 JEEP CHRYSLER OF ONTARIO	831.03			
27328	10/02/2019	PRINTED	132291 JOHNSON, VALERIE	498.75			
27329	10/02/2019	PRINTED	056981 KENDALL, ANDREA	1,818.15			
27330	10/02/2019	PRINTED	004500 KOONTZ, CLYDE	1,133.70			

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City of Upland, CA  
AP CHECK RECONCILIATION REGISTER

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FOR CASH ACCOUNT: 9000000 1001

FOR: Cleared and Uncleared

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27333	10/02/2019	PRINTED	122601 LOWE'S	7,051.01			
27334	10/02/2019	PRINTED	000406 M2 IMAGE SOLUTIONS INC	232.57			
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27336	10/02/2019	PRINTED	000445 MATHISEN OIL CO INC	1,579.62			
27337	10/02/2019	PRINTED	021341 MATT CHLOR INC	283.17			
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27340	10/02/2019	PRINTED	120861 NATIONAL METER AND AUTOMA	15,106.55			
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27342	10/02/2019	PRINTED	117121 NUCKLES OIL COMPANY INC	25,127.74			
27343	10/02/2019	PRINTED	000788 O F WOLFINBARGER INC	107.75			
27344	10/02/2019	PRINTED	030971 OCCUPATIONAL HEALTH CENTE	146.50			
27345	10/02/2019	PRINTED	064331 PACIFIC TELEMANAGEMENT SE	60.00			
27346	10/02/2019	PRINTED	004509 PARKHOUSE TIRE INC	2,631.56			
27347	10/02/2019	PRINTED	033021 PELLITTERI, CHRISTOPHER	425.88			
27348	10/02/2019	PRINTED	016032 PLUMBERS DEPOT INC	8,571.71			
27349	10/02/2019	PRINTED	000231 PRESTIGIOUS INVESTIGATIVE	1,600.00			
27350	10/02/2019	PRINTED	000349 RAIN MASTER IRRIGATION SY	235.90			
27351	10/02/2019	PRINTED	002225 SAN BERNARDINO COUNTY FI	2,346.31			
27352	10/02/2019	PRINTED	011671 SAN BERNARDINO COUNTY	44.84			
27353	10/02/2019	PRINTED	131121 SHRED-IT USA JV LLC	148.30			
27354	10/02/2019	PRINTED	018062 SOFFA ELECTRIC INC	585.00			
27355	10/02/2019	PRINTED	099141 SONSTRAY MACHINERY LLC	152.31			
27356	10/02/2019	PRINTED	016607 STAPLES BUSINESS ADVANTAG	409.69			
27357	10/02/2019	PRINTED	070251 STEESE, MARION	296.70			
27358	10/02/2019	PRINTED	002439 T K E ENGINEERING INC	730.65			
27359	10/02/2019	PRINTED	007627 TAYLOR, NORMAN	291.72			
27360	10/02/2019	PRINTED	016077 THERMAL COMBUSTION INNOVA	78.23			
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27374	10/02/2019	PRINTED	014050 WILLDAN FINANCIAL SERVICE	10,375.08			
27375	10/02/2019	PRINTED	083021 ZEP SALES & SERVICE	669.05			
27376	10/02/2019	PRINTED	999999 ALICE FOX	12.99			
27377	10/02/2019	PRINTED	999999 EMILY COWLEY	170.00			
27378	10/02/2019	PRINTED	999999 ROBERT DALQUEST	62.41			
27379	10/02/2019	PRINTED	999999 ROBERT JOHNSON	85.00			
27380	10/02/2019	PRINTED	999999 RUTH LOYO	72.00			
27381	10/02/2019	PRINTED	999999 YUNXIA WU	1,387.52			
27382	10/09/2019	PRINTED	000037 5 STAR JANITORIAL	1,500.00			

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City of Upland, CA  
AP CHECK RECONCILIATION REGISTER

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FOR CASH ACCOUNT: 9000000 1001

FOR: Cleared and Uncleared

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27385	10/09/2019	PRINTED	099181 ACCOUNTEMPS	2,308.32			
27386	10/09/2019	PRINTED	000014 ACTION AWARDS	519.48			
27387	10/09/2019	PRINTED	001291 AMTECH ELEVATOR SERVICES	1,099.47			
27388	10/09/2019	PRINTED	117291 ANDERSON, CAROLYN	100.00			
27389	10/09/2019	PRINTED	000308 ASPINALL, ROBIN JEAN	100.00			
27390	10/09/2019	PRINTED	000732 BROUSE, LINDEN	100.00			
27391	10/09/2019	PRINTED	083401 CARL WARREN & CO	3,441.14			
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27393	10/09/2019	PRINTED	073321 CASTILLO, JUAQUIN	714.00			
27394	10/09/2019	PRINTED	000448 CINTAS CORPORATION #150	650.06			
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27396	10/09/2019	PRINTED	082651 ECONOLITE SYSTEMS	10,229.95			
27397	10/09/2019	PRINTED	097141 EUROFINS EATON ANALYTICAL	5,065.00			
27398	10/09/2019	PRINTED	002435 EVERSOF	637.50			
27399	10/09/2019	PRINTED	010485 EXPERIAN	77.00			
27400	10/09/2019	PRINTED	004456 FEDERAL EXPRESS	62.28			
27401	10/09/2019	PRINTED	096251 FORD OF UPLAND	164.56			
27402	10/09/2019	PRINTED	123041 FRIENDS OF UPL ANML SHLTR	2,310.00			
27403	10/09/2019	PRINTED	000255 DENNIS SILLETTO & ASSOCIA	669.43			
27404	10/09/2019	PRINTED	000864 COAST COMMUNITY COLLEGE D	360.00			
27405	10/09/2019	PRINTED	000290 GRAINGER	528.50			
27406	10/09/2019	PRINTED	090227 HEARD'S INVESTIGATIONS AN	450.00			
27407	10/09/2019	PRINTED	000329 HOLLIDAY ROCK CO INC	306.02			
27408	10/09/2019	PRINTED	000195 INLAND VALLEY DAILY BULLE	371.92			
27409	10/09/2019	PRINTED	000635 ISOTECH PEST MGMT	716.00			
27410	10/09/2019	PRINTED	048371 JEEP CHRYSLER OF ONTARIO	1,156.24			
27411	10/09/2019	PRINTED	080561 KEENAN & ASSOCIATES	5,284.62			
27412	10/09/2019	PRINTED	062081 MAILFINANCE	557.92			
27413	10/09/2019	PRINTED	000808 NOVIKOV, ALEXANDER	100.00			
27414	10/09/2019	PRINTED	030971 OCCUPATIONAL HEALTH CENTE	374.00			
27415	10/09/2019	PRINTED	006625 P F SERVICES INC	750.00			
27416	10/09/2019	PRINTED	004509 PARKHOUSE TIRE INC	2,108.82			
27417	10/09/2019	PRINTED	000240 RICHARD BRADY AND ASSOCIA	1,824.10			
27418	10/09/2019	PRINTED	090591 S & J SUPPLY CO INC	1,302.51			
27419	10/09/2019	PRINTED	020171 SAN BERNARDINO COUNTY SHE	900.00			
27420	10/09/2019	PRINTED	000234 SAN BERNARDINO LAFCO	39.75			
27421	10/09/2019	PRINTED	017582 SCHWARY, GARY	100.00			
27422	10/09/2019	PRINTED	043011 SMITH-EMERY LABORATORIES	317.14			
27423	10/09/2019	PRINTED	099141 SONSRAY MACHINERY LLC	51.18			
27424	10/09/2019	PRINTED	003835 SOUTH COAST A Q M D	6,107.16			
27425	10/09/2019	PRINTED	016607 STAPLES BUSINESS ADVANTAG	601.91			
27426	10/09/2019	PRINTED	011583 THOMPSON PLUMBING SUPPLY	110.03			
27427	10/09/2019	PRINTED	009321 TSENG, JIM	127.51			
27428	10/09/2019	PRINTED	067311 UNDERCAR PLUS UPLAND	200.78			
27429	10/09/2019	PRINTED	003557 UNDERGROUND SERVICE ALERT	789.97			
27430	10/09/2019	PRINTED	014735 VERIZON WIRELESS	152.04			
27431	10/09/2019	PRINTED	014735 VERIZON WIRELESS	5,030.73			
27432	10/09/2019	PRINTED	000137 YVETTE WALKER	100.00			
27433	10/09/2019	PRINTED	000392 WAXIE SANITARY SUPPLY	1,444.80			
27434	10/09/2019	PRINTED	001725 WEST COAST ARBORISTS INC	21,397.00			

11/05/2019 16:03  
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City of Upland, CA  
AP CHECK RECONCILIATION REGISTER

P 4  
apchkrcn

FOR CASH ACCOUNT: 9000000 1001

FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
27435	10/09/2019	PRINTED	999999 DIAMOND AIR SERVICES	77.00			
27436	10/09/2019	PRINTED	999999 JANIS RICE	51.52			
27437	10/09/2019	PRINTED	999999 MARIN CONSULTING ASSOCIAT	240.00			
27438	10/09/2019	PRINTED	999999 SPECIAL EVENT SAFETY SEMI	1,398.00			
27439	10/16/2019	PRINTED	125761 CITY EMPLOYEE ASSOCIATES	287.50			
27440	10/16/2019	PRINTED	000751 FIDELITY SECURITY LIFE IN	2,374.93			
27441	10/16/2019	PRINTED	099418 FRANCHISE TAX BOARD	358.96			
27442	10/16/2019	PRINTED	000295 INLAND EMPIRE UNITED WAY	26.00			
27443	10/16/2019	PRINTED	114711 METROPOLITAN LIFE INSURAN	25,097.05			
27444	10/16/2019	PRINTED	000736 UPLAND POLICE MANAGEMENT	1,183.00			
27445	10/16/2019	PRINTED	000737 UPLAND POLICE OFFICERS AS	4,620.00			
27446	10/16/2019	PRINTED	015750 AFLAC PREMIUM HOLDING	1,534.80			
27447	10/16/2019	PRINTED	016823 PRE PAID LEGAL SVC, INC	146.50			
27448	10/16/2019	PRINTED	036721 ALHAMBRA REPROGRAPHICS IN	32.35			
27449	10/16/2019	PRINTED	017278 A T & T	328.08			
27450	10/16/2019	PRINTED	099181 ACCOUNTEMP	1,435.20			
27451	10/16/2019	PRINTED	000207 ADLERHORST INTERNATIONAL	1,999.84			
27452	10/16/2019	PRINTED	000003 AIRGAS USA LLC	80.65			
27453	10/16/2019	PRINTED	131971 ANNEALTA GROUP	8,160.00			
27454	10/16/2019	PRINTED	015308 AUTOMATED GATE SERVICES	178.00			
27455	10/16/2019	PRINTED	000843 BHELECTRIC, INC	10,550.00			
27456	10/16/2019	PRINTED	001769 BIO-TOX LABORATORIES	310.00			
27457	10/16/2019	PRINTED	000819 BRINKS, INC	610.59			
27458	10/16/2019	PRINTED	000291 CARQUEST AUTO PARTS	1,479.73			
27459	10/16/2019	PRINTED	012511 CCSINTERACTIVE	3,525.00			
27460	10/16/2019	PRINTED	082791 CHEM PRO LABORATORY INC	298.00			
27461	10/16/2019	PRINTED	000448 CINTAS CORPORATION	1,572.91			
27462	10/16/2019	PRINTED	000163 CLINICAL LABORATORY OF SA	402.00			
27463	10/16/2019	PRINTED	004696 CUCAMONGA VALLEY WATER DI	90.11			
27464	10/16/2019	PRINTED	016636 DELL MARKETING LP	335.97			
27465	10/16/2019	PRINTED	064901 DESIGN WEST ENGINEER	1,800.00			
27466	10/16/2019	PRINTED	004402 VARGAS, LUPE B	275.00			
27467	10/16/2019	PRINTED	010485 EXPERIAN	77.72			
27468	10/16/2019	PRINTED	093601 FLEETPRIDE	256.55			
27469	10/16/2019	PRINTED	096251 FORD OF UPLAND	495.95			
27470	10/16/2019	PRINTED	000078 FRONTIER	45.83			
27471	10/16/2019	PRINTED	000078 FRONTIER	61.45			
27472	10/16/2019	PRINTED	000078 FRONTIER	295.65			
27473	10/16/2019	PRINTED	000078 FRONTIER	540.89			
27474	10/16/2019	PRINTED	000078 FRONTIER	1,238.36			
27475	10/16/2019	PRINTED	058311 G H A TECHNOLOGIES	3,300.82			
27476	10/16/2019	PRINTED	000011 GA TECHNICAL SERVICES INC	2,048.28			
27477	10/16/2019	PRINTED	129521 GRAFIX SYSTEMS	154.19			
27478	10/16/2019	PRINTED	000290 GRAINGER	521.66			
27479	10/16/2019	PRINTED	000329 HOLLIDAY ROCK CO INC	2,332.71			
27480	10/16/2019	PRINTED	004495 HOSE-MAN INC	633.53			
27481	10/16/2019	PRINTED	000730 INLAND EMPIRE CRIME ANALY	45.00			
27482	10/16/2019	PRINTED	036271 INLAND EMPIRE PRINTING	213.35			
27483	10/16/2019	PRINTED	106951 INTEGRATED TECHNOLOGY	1,149.58			
27484	10/16/2019	PRINTED	000635 ISOTECH PEST MGMT	210.00			
27485	10/16/2019	PRINTED	048371 JEEP CHRYSLER OF ONTARIO	520.28			
27486	10/16/2019	PRINTED	000529 KAISER FOUNDATION HEALTH	10,678.65			

11/05/2019 16:03  
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City of Upland, CA  
AP CHECK RECONCILIATION REGISTER

P 5  
apchkrcn

FOR CASH ACCOUNT: 9000000 1001

FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
27487	10/16/2019	PRINTED	000529 KAISER FOUNDATION HEALTH	22,844.29			
27488	10/16/2019	PRINTED	000529 KAISER FOUNDATION HEALTH	105,326.50			
27489	10/16/2019	PRINTED	053241 KONICA MINOLTA BUSINESS S	4,371.72			
27490	10/16/2019	PRINTED	000373 LA POLICE GEAR INC	1,004.17			
27491	10/16/2019	PRINTED	000410 LEININGER & SHORT	119.90			
27492	10/16/2019	PRINTED	091491 LIBRARY SYSTEMS & SERVICE	14,948.63			
27493	10/16/2019	PRINTED	000102 LIGHT BULBS ETC	697.31			
27494	10/16/2019	PRINTED	000197 LOS ANGELES FREIGHTLINER	212.91			
27495	10/16/2019	PRINTED	000445 MATHISEN OIL CO INC	609.54			
27496	10/16/2019	PRINTED	000461 MJS ALARM	2,571.00			
27497	10/16/2019	PRINTED	016233 MPOWER COMMUNICATIONS	233.37			
27498	10/16/2019	PRINTED	000400 NUTRIEN AG SOLUTIONS, INC	367.21			
27499	10/16/2019	PRINTED	007734 OFFICE DEPOT	7.35			
27500	10/16/2019	PRINTED	004235 OMNITRANS	6,336.00			
27501	10/16/2019	PRINTED	006625 P F SERVICES INC	150.00			
27502	10/16/2019	PRINTED	064331 PACIFIC TELEMAGEMENT SE	60.00			
27503	10/16/2019	PRINTED	016032 PLUMBERS DEPOT INC	617.79			
27504	10/16/2019	PRINTED	000119 PRISTINE UNIFORMS LLC	814.44			
27505	10/16/2019	PRINTED	001731 R E S ENVIRONMENTAL INC	2,840.00			
27506	10/16/2019	PRINTED	000805 R3 CONSULTING GROUP	8,560.00			
27507	10/16/2019	PRINTED	090591 S & J SUPPLY CO INC	23,871.77			
27508	10/16/2019	PRINTED	002225 SAN BERNARDINO COUNTY FI	24,373.28			
27509	10/16/2019	PRINTED	006610 SAN BERNARDINO COUNTY SHE	1,190.12			
27510	10/16/2019	PRINTED	131121 SHRED-IT USA JV LLC	200.35			
27511	10/16/2019	PRINTED	000637 SMART & FINAL IRIS CO	371.79			
27512	10/16/2019	PRINTED	099141 SONSTRAY MACHINERY LLC	508.96			
27513	10/16/2019	PRINTED	004640 DS SERVICES OF AMERICA IN	49.50			
27514	10/16/2019	PRINTED	016607 STAPLES BUSINESS ADVANTAG	834.08			
27515	10/16/2019	PRINTED	000625 STILES ANIMAL REMOVAL	90.00			
27516	10/16/2019	PRINTED	000935 TERMINIX INTERNATIONAL	127.00			
27517	10/16/2019	PRINTED	018181 TIERRA WEST ADVISORS LLC	7,531.25			
27518	10/16/2019	PRINTED	021671 TIME WARNER CABLE	92.27			
27519	10/16/2019	PRINTED	021671 TIME WARNER CABLE	119.98			
27520	10/16/2019	PRINTED	021671 TIME WARNER CABLE	129.98			
27521	10/16/2019	PRINTED	021671 TIME WARNER CABLE	697.34			
27522	10/16/2019	PRINTED	068821 TOTAL CORPORATE SOLUTIONS	315.00			
27523	10/16/2019	PRINTED	116791 TOVAR, DONNA	41.40			
27524	10/16/2019	PRINTED	062321 U.S. TELEPACIFIC CORP	2,867.51			
27525	10/16/2019	PRINTED	125411 TYLER TECHNOLOGIES INC	4,200.00			
27526	10/16/2019	PRINTED	011484 U S BANK	2,000.00			
27527	10/16/2019	PRINTED	133941 VERIZON	351.25			
27528	10/16/2019	PRINTED	133941 VERIZON	1,446.65			
27529	10/16/2019	PRINTED	014735 VERIZON WIRELESS	35.17			
27530	10/16/2019	PRINTED	014735 VERIZON WIRELESS	38.01			
27531	10/16/2019	PRINTED	014735 VERIZON WIRELESS	38.01			
27532	10/16/2019	PRINTED	014735 VERIZON WIRELESS	78.87			
27533	10/16/2019	PRINTED	014735 VERIZON WIRELESS	115.79			
27534	10/16/2019	PRINTED	014735 VERIZON WIRELESS	166.41			
27535	10/16/2019	PRINTED	014735 VERIZON WIRELESS	199.65			
27536	10/16/2019	PRINTED	014735 VERIZON WIRELESS	266.07			
27537	10/16/2019	PRINTED	014735 VERIZON WIRELESS	383.89			
27538	10/16/2019	PRINTED	014735 VERIZON WIRELESS	433.73			

11/05/2019 16:03  
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City of Upland, CA  
AP CHECK RECONCILIATION REGISTER

P 6  
apchkrcn

FOR CASH ACCOUNT: 9000000 1001

FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
27539	10/16/2019	PRINTED	014735 VERIZON WIRELESS	3,706.04			
27540	10/16/2019	PRINTED	059001 VORTEX INDUSTRIES, INC	1,680.00			
27541	10/16/2019	PRINTED	000760 WATER FACILITIES AUTHORIT	410,519.01			
27542	10/16/2019	PRINTED	000392 WAXIE SANITARY SUPPLY	610.05			
27543	10/16/2019	PRINTED	999999 KATHLEEN CREW	25.00			
27544	10/16/2019	PRINTED	999999 ZACH MICHEL	225.00			
27545	10/23/2019	PRINTED	015991 ALEXANDER, JASON	1,551.73			
27546	10/23/2019	PRINTED	073271 ALEXANDRESCU, ANDREI	596.69			
27547	10/23/2019	PRINTED	000874 AMENDARIZ, JOSEPH	523.49			
27548	10/23/2019	PRINTED	070541 ASKEW, CHRIS	261.84			
27549	10/23/2019	PRINTED	000875 BARILLA, THOMAS	577.22			
27550	10/23/2019	PRINTED	054821 BARNA, JOE	581.30			
27551	10/23/2019	PRINTED	121221 BINLEY, ANDREA	150.43			
27552	10/23/2019	PRINTED	036301 BROOKHART, CHRIS	562.25			
27553	10/23/2019	PRINTED	035241 CARNEY, MICHAEL	424.20			
27554	10/23/2019	PRINTED	122931 CAUTHEN, PATTY	118.92			
27555	10/23/2019	PRINTED	109571 CHUNCHICK, JONATHAN	408.24			
27556	10/23/2019	PRINTED	122981 DAIGNAULT, MIKE	341.08			
27557	10/23/2019	PRINTED	000876 DEVRIES, JESSICA	158.89			
27558	10/23/2019	PRINTED	027081 DICKERSON, BRETT	717.76			
27559	10/23/2019	PRINTED	022421 FOSTER, NATHAN	297.82			
27560	10/23/2019	PRINTED	016208 FOSTER, TRAVIS	763.73			
27561	10/23/2019	PRINTED	102541 FOULKS, DUSTIN	502.67			
27562	10/23/2019	PRINTED	015497 GARDY, RYAN	489.12			
27563	10/23/2019	PRINTED	035301 GRIFFIN, DUSTIN	556.02			
27564	10/23/2019	PRINTED	042541 GULSERIAN, MATT	578.16			
27565	10/23/2019	PRINTED	033481 HEGLE, KARL	1,031.64			
27566	10/23/2019	PRINTED	120781 HOMAYOUNIEH, NIMA	578.38			
27567	10/23/2019	PRINTED	000249 HURT, JOHN ROY	608.70			
27568	10/23/2019	PRINTED	077151 JOHNSON, MICHAEL	498.88			
27569	10/23/2019	PRINTED	031721 KRAMER, PAUL	525.39			
27570	10/23/2019	PRINTED	104431 LATTIMORE, LEONARD	155.68			
27571	10/23/2019	PRINTED	036991 MARKEY, SEAN	675.38			
27572	10/23/2019	PRINTED	084291 MC CAULLEY, BRAD	409.56			
27573	10/23/2019	PRINTED	113791 MELENDREZ, THOMAS	417.19			
27574	10/23/2019	PRINTED	121121 MUNNS, MELANIE	323.28			
27575	10/23/2019	PRINTED	000074 POPE, KRISTA	9.25			
27576	10/23/2019	PRINTED	074261 QUINALTY, JESSE	470.77			
27577	10/23/2019	PRINTED	000348 ROZINKA, BILL	448.76			
27578	10/23/2019	PRINTED	021171 SCHNEIDER, JEFF	2,765.08			
27579	10/23/2019	PRINTED	068691 SKAGGS, CARALEE	2.31			
27580	10/23/2019	PRINTED	131661 TAMBE, JOSEPH	467.33			
27581	10/23/2019	PRINTED	106281 VASQUEZ, NICHOLAS	575.64			
27582	10/23/2019	PRINTED	040551 WARREN, CRAIG	489.42			
27583	10/23/2019	PRINTED	121291 WEAVER, DENNIS	573.41			
27584	10/23/2019	PRINTED	099181 ACCOUNTEMPS	1,866.48			
27585	10/23/2019	PRINTED	000003 AIRGAS USA LLC	278.80			
27586	10/23/2019	PRINTED	131971 ANNEALTA GROUP	19,904.00			
27587	10/23/2019	PRINTED	099731 EUGENE M GIANUZZI	1,465.40			
27588	10/23/2019	PRINTED	006683 ATMAA INC	2,720.00			
27589	10/23/2019	PRINTED	000291 CARQUEST AUTO PARTS	348.64			
27590	10/23/2019	PRINTED	000282 PARIS, CIPRIAN	3,000.00			

11/05/2019 16:03  
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City of Upland, CA  
AP CHECK RECONCILIATION REGISTER

P 7  
apchkrcn

FOR CASH ACCOUNT: 9000000 1001

FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
27591	10/23/2019	PRINTED	104521 CONNEY SAFETY	1,453.78			
27592	10/23/2019	PRINTED	000124 DEPARTMENT OF JUSTICE	914.00			
27593	10/23/2019	PRINTED	000312 DIGITAL MAP PRODUCTS	21,072.96			
27594	10/23/2019	PRINTED	082651 ECONOLITE SYSTEMS	19,304.76			
27595	10/23/2019	PRINTED	004456 FEDERAL EXPRESS	249.31			
27596	10/23/2019	PRINTED	096251 FORD OF UPLAND	425.62			
27597	10/23/2019	PRINTED	122391 GALVEZ, FELIPE J	125.00			
27598	10/23/2019	PRINTED	016687 GOOD FAITH LIEN SVCS INC	187.00			
27599	10/23/2019	PRINTED	016002 GRADY, MARSIE	245.88			
27600	10/23/2019	PRINTED	000329 HOLLIDAY ROCK CO INC	3,864.83			
27601	10/23/2019	PRINTED	000629 HONEYCOTT, INC	486.00			
27602	10/23/2019	PRINTED	000730 INLAND EMPIRE CRIME ANALY	90.00			
27603	10/23/2019	PRINTED	000153 INLAND EMPIRE UTILITIES A	41,757.80			
27604	10/23/2019	PRINTED	063221 J C I JONES CHEMICALS IN	3,445.50			
27605	10/23/2019	PRINTED	080561 KEENAN & ASSOCIATES	5,284.62			
27606	10/23/2019	PRINTED	003020 LAW ENFORCEMENT MEDICAL S	3,745.00			
27607	10/23/2019	PRINTED	001577 LAW OFFICES OF JONES & MA	1,940.00			
27608	10/23/2019	PRINTED	104441 LOMA LINDA UNIV CHILDRENS	5,000.00			
27609	10/23/2019	PRINTED	016385 MAIN STREET SIGNS	376.75			
27610	10/23/2019	PRINTED	000697 MASTAGNI HOLSTEDT, A PROF	36,926.08			
27611	10/23/2019	PRINTED	021341 MATT CHLOR INC	3,798.42			
27612	10/23/2019	PRINTED	007816 MR T'S TOWING INC	3,600.00			
27613	10/23/2019	PRINTED	120861 NATIONAL METER AND AUTOMA	39,313.67			
27614	10/23/2019	PRINTED	016877 NEXTDAY DELIVERY SERVICE,	139.98			
27615	10/23/2019	PRINTED	117121 NUCKLES OIL COMPANY INC	27,379.96			
27616	10/23/2019	PRINTED	042771 OCCU-MED LTD	582.50			
27617	10/23/2019	PRINTED	000515 PACIFIC WESTERN BANK	90,159.33			
27618	10/23/2019	PRINTED	004509 PARKHOUSE TIRE INC	1,859.08			
27619	10/23/2019	PRINTED	000231 PRESTIGIOUS INVESTIGATIVE	800.00			
27620	10/23/2019	PRINTED	000119 PRISTINE UNIFORMS LLC	64.64			
27621	10/23/2019	PRINTED	001731 R E S ENVIRONMENTAL INC	1,560.00			
27622	10/23/2019	PRINTED	010638 RICHARDS, WATSON & GERSHO	31,862.96			
27623	10/23/2019	PRINTED	090591 S & J SUPPLY CO INC	3,760.48			
27624	10/23/2019	PRINTED	003662 SAFETY-KLEEN SYSTEMS, INC	198.93			
27625	10/23/2019	PRINTED	000601 SAN ANTONIO WATER CO	288,497.25			
27626	10/23/2019	PRINTED	004974 SAN BERNARDINO COUNTY TRA	11,670.96			
27627	10/23/2019	PRINTED	020171 SAN BERNARDINO COUNTY SHE	300.00			
27628	10/23/2019	PRINTED	024321 SHIFFLETT, DESIREE	235.74			
27629	10/23/2019	PRINTED	000861 SOUTHWEST MOBILE STORAGE,	381.70			
27630	10/23/2019	PRINTED	016607 STAPLES BUSINESS ADVANTAG	402.63			
27631	10/23/2019	PRINTED	000417 E&S TOWING ENTERPRISES, I	1,650.00			
27632	10/23/2019	PRINTED	011583 THOMPSON PLUMBING SUPPLY	6,357.17			
27633	10/23/2019	PRINTED	099981 THOMSON REUTERS - WEST PA	2,442.34			
27634	10/23/2019	PRINTED	039061 TOOLS-R-US INC	32.80			
27635	10/23/2019	PRINTED	067311 UNDERCAR PLUS UPLAND	268.69			
27636	10/23/2019	PRINTED	004481 V C A CENTRAL ANIMAL HOSP	67.86			
27637	10/23/2019	PRINTED	000760 WATER FACILITIES AUTHORIT	65,618.54			
27638	10/23/2019	PRINTED	001725 WEST COAST ARBORISTS INC	24,620.00			
27639	10/23/2019	PRINTED	000766 WEST END CONSOLIDATED WAT	35,849.56			
27640	10/23/2019	PRINTED	999999 KB HOMES	123.99			
27641	10/23/2019	PRINTED	999999 REAL LIVING PROPERTIES UN	174.87			
27642	10/23/2019	PRINTED	999999 REAL LIVING PROPERTIES UN	93.78			

11/05/2019 16:03  
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City of Upland, CA  
AP CHECK RECONCILIATION REGISTER

P 8  
apchkrcn

FOR CASH ACCOUNT: 9000000 1001

FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
27643	10/23/2019	PRINTED	999999 UPLAND HILLS LAND LLC	208.30			
27644	10/23/2019	PRINTED	999999 AMBER ANDERSON	27.55			
27645	10/23/2019	PRINTED	999999 CHRISTINE MILLER	86.83			
27646	10/23/2019	PRINTED	999999 DANIEL MARTINEZ	215.00			
27647	10/23/2019	PRINTED	999999 ELIAS BROS CONTRACTORS	988.75			
27648	10/23/2019	PRINTED	999999 GEORGINA HERRERA	117.68			
27649	10/23/2019	PRINTED	999999 GROUP III SGV #0329	12.63			
27650	10/23/2019	PRINTED	999999 GUARDIA 2004 RECOVERABLE TR	61.80			
27651	10/23/2019	PRINTED	999999 HAWES REAL ESTATE	40.08			
27652	10/23/2019	PRINTED	999999 HUTTON COMPANIES	52,185.00			
27653	10/23/2019	PRINTED	999999 JASON KNOWLES	71.92			
27654	10/23/2019	PRINTED	999999 JEN-CHIH HONG	55.69			
27655	10/23/2019	PRINTED	999999 JENNIFER ANIELSKI	78.21			
27656	10/23/2019	PRINTED	999999 JOSHUA CRIST	8.13			
27657	10/23/2019	PRINTED	999999 KENDALL HEATH	29.42			
27658	10/23/2019	PRINTED	999999 LENNAR HOMES OF CA	68.16			
27659	10/23/2019	PRINTED	999999 LESLIE F MAY	240.00			
27660	10/23/2019	PRINTED	999999 MARIA LARA	22.26			
27661	10/23/2019	PRINTED	999999 MICHAEL CLARK	83.03			
27662	10/23/2019	PRINTED	999999 MICHAEL LYNCH	15.75			
27663	10/23/2019	PRINTED	999999 MOVE FORWARD LLC	85.08			
27664	10/23/2019	PRINTED	999999 SOPHIA GALLEGOS	35.00			
27665	10/23/2019	PRINTED	999999 STEPHANIE UNG	52.92			
27666	10/23/2019	PRINTED	999999 STEVE SEROPIAN	9.65			
27667	10/23/2019	PRINTED	999999 TAYLOR MORRISON	160.03			
27668	10/23/2019	PRINTED	999999 XIAO DONG HU	113.14			
27669	10/23/2019	PRINTED	999999 ZHAO FAMILY TRUST 5/05/14	113.73			
27670	10/30/2019	PRINTED	125761 CITY EMPLOYEE ASSOCIATES	287.50			
27671	10/30/2019	PRINTED	099418 FRANCHISE TAX BOARD	100.00			
27672	10/30/2019	PRINTED	000295 INLAND EMPIRE UNITED WAY	26.00			
27673	10/30/2019	PRINTED	000736 UPLAND POLICE MANAGEMENT	1,183.00			
27674	10/30/2019	PRINTED	000737 UPLAND POLICE OFFICERS AS	4,620.00			
27675	10/30/2019	PRINTED	132551 AMERICAN FIDELITY ASSURAN	2,296.36			
27676	10/30/2019	PRINTED	006109 AMERICAN HERITAGE LIFE IN	114.75			
27677	10/30/2019	PRINTED	000889 TACLOTT RESOLUTION LIFE I	27.08			
27678	10/30/2019	PRINTED	082591 1-800 RADIATOR	129.30			
27679	10/30/2019	PRINTED	000037 5 STAR JANITORIAL	1,500.00			
27680	10/30/2019	PRINTED	099181 ACCOUNTEMP	679.83			
27681	10/30/2019	PRINTED	125701 AMERICAN TECHNOLOGIES INC	46,500.00			
27682	10/30/2019	PRINTED	001769 BIO-TOX LABORATORIES	460.00			
27683	10/30/2019	PRINTED	120021 BRIGHTVIEW	55,786.95			
27684	10/30/2019	PRINTED	005944 BURRTEC WASTE INDUSTRIES	779,882.43			
27685	10/30/2019	PRINTED	000817 BUTKA, ANTHONY	2,250.00			
27686	10/30/2019	PRINTED	083401 CARL WARREN & CO	6,423.42			
27687	10/30/2019	PRINTED	000291 CARQUEST AUTO PARTS	99.50			
27688	10/30/2019	PRINTED	000177 CONSOLIDATED ELECTRICAL D	48.69			
27689	10/30/2019	PRINTED	014547 CHAVEZ, ELIZABETH	88.68			
27690	10/30/2019	PRINTED	000448 CINTAS CORPORATION	528.05			
27691	10/30/2019	PRINTED	016226 DASH MEDICAL GLOVES	1,221.25			
27692	10/30/2019	PRINTED	004402 VARGAS, LUPE B	380.00			
27693	10/30/2019	PRINTED	097141 EUROFINS EATON ANALYTICAL	6,820.00			
27694	10/30/2019	PRINTED	002435 EVERSOFIT	928.26			

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City of Upland, CA  
AP CHECK RECONCILIATION REGISTER

P 9  
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FOR CASH ACCOUNT: 9000000 1001

FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
27695	10/30/2019	PRINTED	010485 EXPERIAN	77.24			
27696	10/30/2019	PRINTED	004456 FEDERAL EXPRESS	23.46			
27697	10/30/2019	PRINTED	111391 FLORES, ARTURO	101.81			
27698	10/30/2019	PRINTED	096251 FORD OF UPLAND	115.51			
27699	10/30/2019	PRINTED	048681 FORT, KELA	116.58			
27700	10/30/2019	PRINTED	058311 G H A TECHNOLOGIES	369.57			
27701	10/30/2019	PRINTED	085921 GENERATOR SERVICES CO	152.51			
27702	10/30/2019	PRINTED	000329 HOLLIDAY ROCK CO INC	1,961.19			
27703	10/30/2019	PRINTED	000629 HONEYCOTT, INC	234.00			
27704	10/30/2019	PRINTED	004495 HOSE-MAN INC	351.61			
27705	10/30/2019	PRINTED	003430 INLAND EMPIRE STAGES, LTD	1,286.23			
27706	10/30/2019	PRINTED	000153 INLAND EMPIRE UTILITIES A	109,064.80			
27707	10/30/2019	PRINTED	004719 INTERSTATE BATTERIES	40.08			
27708	10/30/2019	PRINTED	000635 ISOTECH PEST MGMT	966.00			
27709	10/30/2019	PRINTED	000284 J G BAUTISTA CONSULTING	5,550.00			
27710	10/30/2019	PRINTED	048371 JEEP CHRYSLER OF ONTARIO	520.45			
27711	10/30/2019	PRINTED	023581 MAGNOLIA COLONY APARTMENT	182.15			
27712	10/30/2019	PRINTED	016385 MAIN STREET SIGNS	1,206.37			
27713	10/30/2019	PRINTED	000878 MARTINEZ, DAMIAN	1,650.00			
27714	10/30/2019	PRINTED	021341 MATT CHLOR INC	3,798.42			
27715	10/30/2019	PRINTED	000870 MCA DIRECT	234.50			
27716	10/30/2019	PRINTED	000824 MK CONSULTING	6,032.86			
27717	10/30/2019	PRINTED	000473 MUNICIPAL MAINTENANCE EQU	1,217.17			
27718	10/30/2019	PRINTED	000400 NUTRIEN AG SOLUTIONS, INC	717.26			
27719	10/30/2019	PRINTED	000028 GELCO SUPPLY INC	55.05			
27720	10/30/2019	PRINTED	067381 ROUTE 66 CAR WASH INC	1,039.00			
27721	10/30/2019	PRINTED	131121 SHRED-IT USA JV LLC	517.73			
27722	10/30/2019	PRINTED	000507 SILVER & WRIGHT LLP	12,457.87			
27723	10/30/2019	PRINTED	077751 IDSC HOLDINGS LLC	1,448.10			
27724	10/30/2019	PRINTED	010673 SO CAL BOLT & IND SUPPLY	40.41			
27725	10/30/2019	PRINTED	016607 STAPLES BUSINESS ADVANTAG	789.33			
27726	10/30/2019	PRINTED	000678 SUN BADGE COMPANY INC	566.90			
27727	10/30/2019	PRINTED	126761 THE LINCOLN NATIONAL LIFE	2,309.21			
27728	10/30/2019	PRINTED	017991 THE SAWDUST FACTORY	727.31			
27729	10/30/2019	PRINTED	011583 THOMPSON PLUMBING SUPPLY	413.46			
27730	10/30/2019	PRINTED	000311 U S ARMOR CORPORATION	4,533.38			
27731	10/30/2019	PRINTED	000483 ULINE, INC	146.30			
27732	10/30/2019	PRINTED	000760 WATER FACILITIES AUTHORIT	25,747.33			
27733	10/30/2019	PRINTED	000392 WAXIE SANITARY SUPPLY	1,340.10			
27734	10/30/2019	PRINTED	999999 AMANDA BETTEN	236.09			
27735	10/30/2019	PRINTED	999999 BRAVEPARK PROPERTY LLC	141,650.00			
27736	10/30/2019	PRINTED	999999 SANDRA SALAZAR	250.00			
100119000	10/01/2019	MANUAL	132551 AMERICAN FIDELITY ASSURAN	1,006.58			
100119001	10/01/2019	MANUAL	065181 CALPERS	138,496.95			
100219001	10/02/2019	MANUAL	000153 INLAND EMPIRE UTILITIES A	543,210.80			
100419001	10/04/2019	MANUAL	080561 KEENAN & ASSOCIATES	150,946.96			
100719001	10/07/2019	MANUAL	011484 U S BANK	25,531.09			
100919001	10/09/2019	MANUAL	032091 SOUTHERN CALIF EDISON CO	160,203.97			
100919002	10/09/2019	MANUAL	000543 SOUTHERN CALIF GAS COMPAN	761.26			
101019000	10/10/2019	MANUAL	132551 AMERICAN FIDELITY ASSURAN	989.55			
101019001	10/10/2019	MANUAL	000618 ICMA-RC	2,254.16			
101019002	10/10/2019	MANUAL	000621 KAREN LONG	672.00			

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City of Upland, CA  
AP CHECK RECONCILIATION REGISTER

P 10  
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FOR CASH ACCOUNT: 9000000 1001

FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
101019003	10/10/2019	MANUAL	000441 MIDAMERICA ADMIN & RETIRE	1,441.54			
101019004	10/10/2019	MANUAL	000622 UPLAND CITY EMPLOYEE ASSO	950.00			
101019005	10/10/2019	MANUAL	091491 LIBRARY SYSTEMS & SERVICE	103,518.00			
101119000	10/11/2019	MANUAL	065181 CALPERS	141,417.88			
101119001	10/11/2019	MANUAL	000624 DEPT OF THE TREASURY	550.00			
101119002	10/11/2019	MANUAL	000733 MASSACHUSETTS MUTUAL LIFE	49,669.56			
101619001	10/16/2019	MANUAL	083401 CARL WARREN & CO	200,000.00			
101719001	10/17/2019	MANUAL	116231 NEOPOST USA INC	5,000.00			
102219001	10/22/2019	MANUAL	083401 CARL WARREN & CO	48,285.37			
102219002	10/22/2019	MANUAL	000441 MIDAMERICA ADMIN & RETIRE	24,369.30			
102219003	10/22/2019	MANUAL	032091 SOUTHERN CALIF EDISON CO	67,997.08			
102419000	10/24/2019	MANUAL	132551 AMERICAN FIDELITY ASSURAN	989.55			
102419001	10/24/2019	MANUAL	000624 DEPT OF THE TREASURY	550.00			
102419002	10/24/2019	MANUAL	000618 ICMA-RC	2,297.91			
102419003	10/24/2019	MANUAL	000621 KAREN LONG	672.00			
102419004	10/24/2019	MANUAL	000441 MIDAMERICA ADMIN & RETIRE	1,439.43			
102419005	10/24/2019	MANUAL	000622 UPLAND CITY EMPLOYEE ASSO	970.00			
102419006	10/24/2019	MANUAL	000153 INLAND EMPIRE UTILITIES A	530,926.80			
102519001	10/25/2019	MANUAL	000733 MASSACHUSETTS MUTUAL LIFE	53,687.49			
103019001	10/30/2019	MANUAL	065181 CALPERS	143,967.62			
103119001	10/31/2019	MANUAL	132551 AMERICAN FIDELITY ASSURAN	1,006.58			
			489 CHECKS	CASH ACCOUNT TOTAL	5,857,569.92		.00

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City of Upland, CA  
AP CHECK RECONCILIATION REGISTER

P 11  
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UNCLEARED

CLEARED

489 CHECKS

FINAL TOTAL

5,857,569.92

.00

\*\* END OF REPORT - Generated by Erin Myers \*\*



## STAFF REPORT

**ITEM NO. 11.C.**

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**DATE:** November 11, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING INTERIM CITY MANAGER  
**PREPARED BY:** LONDA BOCK-HELMS CPA, ACTING ADMINISTRATIVE SERVICES DIRECTOR  
**SUBJECT:** TREASURY REPORT SEPTEMBER 2019

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### **RECOMMENDED ACTION**

It is recommended that the City Council receive and file the September 2019 Treasury Report.

### **GOAL STATEMENT**

The proposed action supports the City's goal to manage the City's resources in a fiscally responsible manner.

### **BACKGROUND**

Per California Government Code Section 53646(b), the City's treasurer or fiscal officer shall render a treasurer's report to the City Council (at a minimum) on a quarterly basis. This report shall include the type of investment, issuer, date of maturity, par and dollar amount invested on all securities, current market value as of the date of the report, investments and monies held by the local agency and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. The report shall state compliance to the City's investment policy (approved June 10, 2019) and shall include a statement noting the City's ability to meet its expenditure requirements for the next six months.

### **ISSUES/ANALYSIS**

The submission of the monthly Treasury Report is a compliance measure.

### **FISCAL IMPACTS**

There is no fiscal impact associated with this action.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**Treasury Report September 2019**

**TREASURY REPORT**

City of Upland - Successor Agency - Public Financing Authority

**For Period Ended  
September 30, 2019**

Investment Portfolio	Cost	Par Value	Market Value	% of Portfolio
State Local Agency Investment Fund	\$ 21,451,376	N/A	\$ 21,545,381	24.6%
Bank Accounts and Change Funds	5,881,776	N/A	5,881,776	6.8%
ABS-Corporate Paydown Securities	-	N/A	-	0.0%
Money Market Fund	2,540,448	N/A	2,540,448	2.9%
Government Agency Securities	43,759,516	43,805,000	43,828,566	50.3%
Corporate Bonds	12,584,553	12,593,000	12,735,732	14.6%
US Treasury	602,322	600,000	598,636	0.7%
<b>Total Cash and Investments</b>	<b>\$ 86,819,991</b>	<b>\$ 56,998,000</b>	<b>\$ 87,130,539</b>	<b>100.0%</b>

PARS Investment Portfolio	Cost	Market Value	% of Portfolio
115 Trust-OPEB Investment as of 8/31/19	1,132,498	1,132,498	14.3%
Pension Trust Investment as of 8/31/19	6,803,139	6,803,139	85.7%
<b>Total Cash and Investments</b>	<b>\$ 7,935,637</b>	<b>\$ 7,935,637</b>	<b>100.0%</b>

<b>Weighted Average Days to Maturity</b>	642.61
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<b>Blended Yield:</b>	2.220%
<b>Benchmarks:</b>	
<b>LAIF</b>	2.280%
<b>2yr U.S. Treasury</b>	1.630%
<b>5yr U.S. Treasury</b>	1.550%

Restricted Funds with Fiscal Agent	Book Value	Market Value
Water System Lease Revenue Refunding Bonds 2011	544,226	544,226
Colonies CFD Area #2 2015	1,732,731	1,732,731
Colonies CFD Area #1 2012	2,385,603	2,385,603
Upland 54 CFD 2004	201,250	201,250
Successor Agency TAN 2013 / TAN 2016- Merged Project	2,458,105	2,458,105
Harvest at Upland CFD 2016-1	8,239,085	8,239,085
<b>Total Restricted Funds</b>	<b>\$ 15,561,000</b>	<b>\$ 15,561,000</b>

- I hereby certify that the investments are in compliance with the investment policy adopted by the City Council in June 2018.
- The City has the ability to meet its budgeted expenditures for the next six months.
- The market values for funds held in banking institutions do not change. The amounts listed as market values for these items are the same as their book values.
- The book value for the State Pool is the withdrawal value provided by the State Treasurer. The market value of funds held by the State Treasurer equates to the City's pro-rata share of the market value of the entire State Pool.
- Sources for current market valuation are Account Statements and the Wall Street Journal GNMA Mortgage rates on the last trading day of the month.
- This report meets the requirements of Government Code Section 53646.



Reviewed by Finance Officer

10/23/19

Date

City Treasurer

Date

**TREASURY REPORT**

City of Upland - Successor Agency - Public Financing Authority

**State Local Agency Investment Fund**

**For Period Ended  
September 30, 2019**

Fund or Account		Account Balance	
City	95-36-642	21,451,376	
		<u>                    </u>	<b>Market Value</b> (See Note 4)
	<b>Totals</b>	<b>\$ 21,451,376</b>	<b>\$ 21,545,381</b>
		<u>                    </u>	
<b>Yield for Period Ended</b>	<b>9/30/2019</b>	<b>2.280%</b>	
		<u>                    </u>	

**TREASURY REPORT**

City of Upland - Successor Agency - Public Financing Authority

**Bank Accounts and Change Funds**

**For Period Ended  
September 30, 2019**

<u>Account Name</u>	<u>Institution</u>	<u>Insured Deposits</u>	<u>Collateralized Deposits</u>	<u>Total Deposits</u>
Petty Cash City of Upland	City of Upland	\$ -	\$ 11,400	\$ 11,400
City of Upland Payroll Zero Balance Account	Chase	-	-	-
City of Upland Checking Account	Chase	250,000	2,670,661	2,920,661
City of Upland Successor Agency	Chase	-	2,949,715	2,949,715
	<b>Totals</b>	<b>\$ 250,000</b>	<b>\$ 5,631,776</b>	<b>\$ 5,881,776</b>

**TREASURY REPORT**  
City of Upland - Successor Agency - Public Financing Authority  
For Period Ended  
September 30, 2019

Investment	Purchased From	Cusip #	Cost	Market Value	Stated Rate	Maturity Date
<b><u>Government Securities</u></b>						
FHLMC	Morgan Stanley & Co	3137EADM8	198,617	199,994	1.250%	10/2/2019
FNMA	Deutsche Bank Sec Intl	3135G0R39	1,485,675	1,499,100	1.000%	10/24/2019
FHLB	Wells Fargo Sec LLC	3130AA3R7	1,498,710	1,498,980	1.375%	11/15/2019
FHLB	Wells Fargo Sec LLC	3130A0JR2	205,698	200,180	2.375%	12/13/2019
FHLB	Wells Fargo Sec LLC	3130A7PU3	199,088	199,354	1.200%	4/6/2020
FFCB	Wells Fargo Sec LLC	3133ECPD0	204,100	204,496	1.420%	5/13/2020
FHLB	Federal Home Loan Bks	313382J53	1,508,501	1,498,665	1.750%	9/28/2020
FNMA	Deutsche Bank Sec Intl	3135G0RM7	1,499,295	1,495,245	1.630%	10/30/2020
FNMA	Deutsche Bank Sec Intl	3135G0F73	1,492,515	1,494,690	1.500%	11/30/2020
FFCB	Federal Farm Credit Bks	3133EHYU1	1,236,313	1,250,013	1.840%	9/13/2021
FNMA	Deutsche Bank Sec Intl	3135G0Q89	1,481,400	1,491,495	1.375%	10/7/2021
FFCB	Federal Farm Credit Bks	3133EFPT8	2,020,180	2,009,260	1.960%	11/19/2021
FHLB	Federal Home Loan Bks	3130AFCU9	1,500,000	1,502,415	3.125%	11/26/2021
FHLB	Federal Home Loan Bks	3130AGCU7	1,500,000	1,505,100	2.550%	5/6/2022
FFCB	Federal Farm Credit Bks	3133EKMN3	1,000,000	1,002,360	2.430%	6/3/2022
FHLMC	Federal Home LN Corp	3134GTSD6	1,500,000	1,500,495	2.500%	6/6/2022
FFCB	Federal Farm Credit Bks	3133EKVP8	3,000,000	3,004,950	2.110%	7/22/2022
FFCB	Federal Farm Credit Bks	3133EHYB3	1,232,838	1,250,038	1.940%	9/12/2022
FHLB	Federal Home Loan Bks	3130ACH72	1,247,738	1,250,000	2.260%	10/4/2022
FFCB	Federal Farm Credit Bks	3133EHF73	1,248,850	1,250,013	2.280%	10/17/2022
FHLMC	Federal Home LN Corp	3134GB3A8	1,500,000	1,501,020	2.250%	11/28/2022
FHLMC	Morgan Stanley & Co	3134GTKX0	2,000,000	2,004,540	2.780%	10/30/2023
FHLMC	Morgan Stanley & Co	3134GTDW0	2,000,000	2,008,660	2.750%	4/30/2024
FHLMC	Morgan Stanley & Co	3134GTPF4	1,500,000	1,501,230	2.700%	5/22/2024
FHLMC	Federal Home LN Corp	3134GTRZ8	2,000,000	2,001,520	2.650%	6/4/2024
FHLB	Federal Home Loan Bks	3130AGKB0	2,500,000	2,508,800	2.550%	6/5/2024
FHLMC	Federal Home LN Corp	3134GTRK1	1,000,000	1,002,960	2.550%	6/17/2024
FHLMC	Federal Home LN Corp	3134GTP56	1,500,000	1,502,205	2.300%	7/30/2024
FHLMC	Federal Home LN Corp	3134GTP98	1,500,000	1,501,230	2.400%	7/30/2024
FFCB	Federal Farm Credit Bks	3133EKZN9	1,500,000	1,489,320	2.060%	8/13/2024
FHLMC	Federal Home LN Corp	3134GUBY5	1,500,000	1,500,240	2.000%	9/18/2024
<b>Government Securities Subtotal</b>			<b>43,759,516</b>	<b>43,828,566</b>		
<b><u>Money Market Fund</u></b>						
City of Upland						
	US Bank	31846V203	2,540,448	2,540,448	0.93%	N/A
<b>Money Market Fund Subtotal</b>			<b>2,540,448</b>	<b>2,540,448</b>		
<b><u>Corporate Bonds</u></b>						
	Lakeside Bank CD	51210SPT8	250,000	250,105	2.400%	10/30/2019
	USNY Bank CD	90344LEQ8	250,000	250,175	2.650%	11/5/2019
	Wex Bank Midvale CD	92937CHF8	250,000	250,323	2.550%	12/13/2019
	Bank of China CD	06428FMD6	250,000	250,028	1.950%	12/20/2019
	Bank Baroda New CD	06063HBF9	250,000	250,528	2.800%	12/27/2019
	Customers Bank CD	23204HHM3	250,000	250,038	1.950%	12/30/2019
	The Fahey CD	303117CQ6	250,000	250,430	2.500%	1/10/2020
	Union Bank CD	90520VAG8	250,000	250,573	2.650%	1/16/2020
	Merrick Bank CD	59013J5A3	250,000	250,630	2.700%	1/21/2020
	Radius Bank CD	75047ABK9	250,000	250,100	2.000%	1/29/2020
	Town and Country CD	89210PBZ5	250,000	250,105	2.000%	1/30/2020
	Valley N B CD	919853BX8	250,000	250,745	2.700%	2/7/2020
	Iberia Bank CD	45083ALH3	250,000	251,003	2.800%	3/2/2020

**TREASURY REPORT**  
City of Upland - Successor Agency - Public Financing Authority  
**For Period Ended**  
**September 30, 2019**

Investment	Purchased From	Cusip #	Cost	Market Value	Stated Rate	Maturity Date
Compass BK CD		20451PWE2	250,000	251,018	2.800%	3/4/2020
Bank of OZK C D		06417NGZ0	250,000	250,673	2.350%	4/9/2020
United Bankers CD		909557HZ6	250,000	251,630	2.850%	5/19/2020
Brookline Bank CD		11373QFU7	250,000	251,790	2.900%	5/29/2020
First Financial CD		32021SFP6	250,000	252,008	2.900%	6/26/2020
Ally Bank Midvale Utah		02007GDM2	250,875	251,755	2.750%	6/29/2020
TCF National Bank CD		87227RCN2	250,000	251,498	2.600%	7/2/2020
Wells Fargo Bank CD		949763SP2	249,873	252,043	2.800%	7/27/2020
Bank Pontiac ILL C D		064455AM0	250,000	251,188	2.350%	8/14/2020
State Street Bank Note		857477AS2	103,593	100,472	2.550%	8/18/2020
Bank of Hope CD		062683BX4	250,000	252,365	2.800%	9/14/2020
Comenity CAP BK CD		20033AXY7	250,000	250,528	2.000%	10/23/2020
First Internet CD		32056GDD9	250,000	253,690	3.000%	12/28/2020
JP Morgan Chase CD		48128F4V1	250,000	250,700	3.000%	1/8/2021
Live Oak CD		538036DX9	250,000	254,023	3.000%	2/9/2021
Eagle Bank CD		27002YDY9	250,000	253,725	2.800%	3/8/2021
CitiBank NA CD		17312QH93	250,000	253,575	2.750%	4/12/2021
Capital One NA CD		14042RFV8	246,218	250,523	2.250%	5/24/2021
B Bay LLC Promissory Notebal		05580ANK6	250,000	255,263	3.000%	7/13/2021
Capital One Bank CD		14042TBG1	250,000	251,355	2.100%	8/2/2021
Abacus Federal CD		00257TBA3	250,000	255,185	2.900%	8/31/2021
First Fid Bank C D		32024FAB7	250,000	255,040	2.850%	9/14/2021
Wells Fargo Bank CD		949763LT1	250,000	252,400	2.250%	12/8/2021
Synchrony Bank CD		87164WYK8	250,000	255,325	2.700%	3/8/2022
Sterling Bank CD		85916VCW3	250,000	257,708	3.100%	3/9/2022
Morgan Stanley CD		61690UFC9	250,000	255,958	2.800%	3/14/2022
American CD		02587DN38	249,675	248,967	2.400%	4/5/2022
First Northeast CD		33583FAB8	239,570	248,188	2.000%	4/19/2022
Old Missouri CD		68002LBL1	250,000	258,195	3.100%	5/5/2022
American Express CD		02587CFU9	250,000	253,105	2.400%	8/29/2022
BMO Harris CD		05581WN35	250,000	250,478	2.850%	9/14/2022
Apple Inc		037833DE7	494,750	508,130	2.400%	1/13/2023
Goldman Sachs CD		38148PYQ4	250,000	258,020	2.800%	2/28/2023
Sallie Mae Bank Salt Lke		795450P66	250,000	261,868	3.200%	5/9/2023
Discover Bank Greenwood Del CD		254673RF5	250,000	263,270	3.300%	7/11/2023
Morgan Stanley C D		61760AZR3	250,000	259,203	2.750%	5/2/2024
Jonesboro St Bank C D		48040PFB6	250,000	250,098	2.050%	9/16/2024
<b>Corporate Bonds Subtotal</b>			<b>12,584,553</b>	<b>12,735,732</b>		
<b>US Treasury</b>						
US T-note	Barclays Capital Inc	912828G61	199,188	199,816	1.500%	11/30/2019
US T-note	Citigroup Global Mkt Inc	912828H52	202,258	199,554	1.250%	1/31/2020
US T-note	Morgan Stanley	912828UV0	200,876	199,266	1.125%	3/31/2020
<b>US Treasury Subtotal</b>			<b>602,322</b>	<b>598,636</b>		
<b>Total Portfolio</b>			<b>\$ 59,486,841</b>	<b>\$ 59,703,382</b>		

**TREASURY REPORT**

City of Upland - Successor Agency - Public Financing Authority

	Market Value	Availability 09/30/19 10/01/19	No. of days until maturity	weight	days to maturity  weighted average	Total by maturity
<b>September 30, 2019</b>						
Petty Cash	11,400	10/01/19	1	0.0%	0.00	
Checking Account	2,920,661	10/01/19	1	3.4%	0.03	
Successor Agency	2,949,715	10/01/19	1	3.4%	0.03	5,881,776
<b>Total Bank Accounts</b>	<b>5,881,776</b>					
<b>State Local Agency Investment Fund</b>	<b>21,545,381</b>	10/01/19	1	24.7%	0.25	21,545,381
US Bank	2,540,448	10/01/19	1	2.9%	0.03	2,540,448
<b>Total Money Market Accounts</b>	<b>2,540,448</b>					
Morgan Stanley & Co	199,994	10/02/19	2	0.2%	0.00	
Deutsche Bank Sec Intl	1,499,100	10/24/19	24	1.7%	0.41	1,699,094
<b>Government Securities</b>	<b>1,699,094</b>					
Lakeside Bank CD	250,105	10/30/19	30	0.3%	0.09	250,105
<b>Corporate Bonds</b>	<b>250,105</b>					
						<b>31,916,804</b> 1 - 30 days
Wells Fargo Sec LLC	1,498,980	11/15/19	46	1.7%	0.79	1,498,980
<b>Government Securities</b>	<b>1,498,980</b>					
USNY Bank CD	250,175	11/05/19	36	0.3%	0.10	250,175
<b>Corporate Bonds</b>	<b>250,175</b>					
						<b>1,749,155</b> 31 - 60 days
Wells Fargo Sec LLC	200,180	12/13/19	74	0.2%	0.17	200,180
<b>Government Securities</b>	<b>200,180</b>					
Wex Bank Midvale CD	250,323	12/13/19	74	0.3%	0.21	
Bank of China CD	250,028	12/20/19	81	0.3%	0.23	
Bank Baroda New CD	250,528	12/27/19	88	0.3%	0.25	
Customers Bank CD	250,038	12/30/19	91	0.3%	0.26	
The Fahey CD	250,430	01/10/20	102	0.3%	0.29	
Union Bank CD	250,573	01/16/20	108	0.3%	0.31	
Merrick Bank CD	250,630	01/21/20	113	0.3%	0.33	1,752,548
<b>Corporate Bonds</b>	<b>1,752,548</b>					
Barclays Capital Inc	199,816	11/30/19	61	0.2%	0.14	199,816
<b>US Treasury</b>	<b>199,816</b>					
						<b>2,152,544</b> 61 - 120 days
Radius Bank CD	250,100	01/29/20	121	0.3%	0.35	
Town and Country CD	250,105	01/30/20	122	0.3%	0.35	
Valley N B CD	250,745	02/07/20	130	0.3%	0.37	
Iberia Bank CD	251,003	03/02/20	154	0.3%	0.44	
Compass BK CD	251,018	03/04/20	156	0.3%	0.45	1,252,970
<b>Corporate Bonds</b>	<b>1,252,970</b>					
Citigroup Global Mkt Inc	199,554	01/31/20	123	0.2%	0.28	199,554
<b>US Treasury</b>	<b>199,554</b>					
						<b>1,452,524</b> 121 - 180 days
Wells Fargo Sec LLC	199,354	04/06/20	189	0.2%	0.43	
Wells Fargo Sec LLC	204,496	05/13/20	226	0.2%	0.53	
Federal Home Loan Bks	1,498,665	09/28/20	364	1.7%	6.26	1,902,515
<b>Government Securities</b>	<b>1,902,515</b>					
Bank of OZK C D	250,673	04/09/20	192	0.3%	0.55	
United Bankers CD	251,630	05/19/20	232	0.3%	0.67	
Brookline Bank CD	251,790	05/29/20	242	0.3%	0.70	
First Financial CD	252,008	06/26/20	270	0.3%	0.78	
Ally Bank Midvale Utah	251,755	06/29/20	273	0.3%	0.79	
TCF National Bank CD	251,498	07/02/20	276	0.3%	0.80	
Wells Fargo Bank CD	252,043	07/27/20	301	0.3%	0.87	
Bank Pontiac ILL C D	251,188	08/14/20	319	0.3%	0.92	
State Street Bank Note	100,472	08/18/20	323	0.1%	0.37	
Bank of Hope CD	252,365	09/14/20	350	0.3%	1.01	2,365,420
<b>Corporate Bonds</b>	<b>2,365,420</b>					

**TREASURY REPORT**

City of Upland - Successor Agency - Public Financing Authority

	Market Value	Availability 09/30/19 10/01/19	No. of days until maturity	weight	days to maturity weighted average	Total by maturity	
<b>September 30, 2019</b>							
Morgan Stanley	199,266	03/31/20	183	0.2%	0.42	199,266	
<b>US Treasury</b>	<b>199,266</b>						
						<b>4,467,200</b>	<b>181 - 1 year</b>
Deutsche Bank Sec Intl	1,495,245	10/30/20	396	1.7%	6.80		
Deutsche Bank Sec Intl	1,494,690	11/30/20	427	1.7%	7.33		
Federal Farm Credit Bks	1,250,013	09/13/21	714	1.4%	10.24	4,239,948	
<b>Government Securities</b>	<b>4,239,948</b>						
Comenity CAP BK CD	250,528	10/23/20	389	0.3%	1.12		
First Internet CD	253,690	12/28/20	455	0.3%	1.32		
JP Morgan Chase CD	250,700	01/08/21	466	0.3%	1.34		
Live Oak CD	254,023	02/09/21	498	0.3%	1.45		
Eagle Bank CD	253,725	03/08/21	525	0.3%	1.53		
CitiBank NA CD	253,575	04/12/21	560	0.3%	1.63		
Capital One NA CD	250,523	05/24/21	602	0.3%	1.73		
B Bay LLC Promissory Notebal	255,263	07/13/21	652	0.3%	1.91		
Capital One Bank CD	251,355	08/02/21	672	0.3%	1.94		
First Fid Bank C D	255,040	09/14/21	715	0.3%	2.09	2,528,420	
<b>Corporate Bonds</b>	<b>2,528,420</b>						
						<b>6,768,368</b>	<b>1- 2 years</b>
Deutsche Bank Sec Intl	1,491,495	10/07/21	738	1.7%	12.63		
Federal Farm Credit Bks	2,009,260	11/19/21	781	2.3%	18.01		
Federal Home Loan Bks	1,502,415	11/26/21	788	1.7%	13.59		
Federal Home Loan Bks	1,505,100	05/06/22	949	1.7%	16.39		
Federal Farm Credit Bks	1,002,360	06/03/22	977	1.2%	11.24		
Federal Home LN Corp	1,500,495	06/06/22	980	1.7%	16.88		
Federal Farm Credit Bks	3,004,950	07/22/22	1,026	3.4%	35.38		
Federal Farm Credit Bks	1,250,038	09/12/22	1,078	1.4%	15.47	13,266,113	
<b>Government Securities</b>	<b>13,266,113</b>						
Wells Fargo Bank CD	252,400	12/08/21	800	0.3%	2.32		
Synchrony Bank CD	255,325	03/08/22	890	0.3%	2.61		
Morgan Stanley CD	255,958	03/14/22	896	0.3%	2.63		
Sterling Bank CD	257,708	03/09/22	891	0.3%	2.64		
American CD	248,967	04/05/22	918	0.3%	2.62		
First Northeast CD	248,188	04/19/22	932	0.3%	2.65		
Old Missouri CD	258,195	05/05/22	948	0.3%	2.81		
American Express CD	253,105	08/29/22	1,064	0.3%	3.09	2,029,845	
<b>Corporate Bonds</b>	<b>2,029,845</b>						
						<b>15,295,957</b>	<b>2- 3 years</b>
Federal Home Loan Bks	1,250,000	10/04/22	1,100	1.4%	15.78		
Federal Farm Credit Bks	1,250,013	10/17/22	1,113	1.4%	15.97		
Federal Home LN Corp	1,501,020	11/28/22	1,155	1.7%	19.90	4,001,033	
<b>Government Securities</b>	<b>4,001,033</b>						
Abacus Federal CD	255,185	10/04/22	1,100	0.3%	3.22		
BMO Harris CD	250,478	09/14/22	1,080	0.3%	3.10		
Apple Inc	508,130	01/13/23	1,201	0.6%	7.00		
Goldman Sachs CD	258,020	02/28/23	1,247	0.3%	3.69		
Sallie Mae Bank Salt Lke	261,868	05/09/23	1,317	0.3%	3.96		
Discover Bank Greenwood Del CD	263,270	07/11/23	1,380	0.3%	4.17	1,796,950	
<b>Corporate Bonds</b>	<b>1,796,950</b>						
						<b>5,797,983</b>	<b>3- 4 years</b>
Morgan Stanley & Co	2,004,540	10/30/23	1,491	2.3%	34.30		
Morgan Stanley & Co	2,008,660	04/30/24	1,674	2.3%	38.59		
Morgan Stanley & Co	1,501,230	05/22/24	1,696	1.7%	29.22		
Federal Home LN Corp	2,001,520	06/04/24	1,709	2.3%	39.26		
Federal Home Loan Bks	2,508,800	06/05/24	1,710	2.9%	49.24		
Federal Home LN Corp	1,002,960	06/17/24	1,722	1.2%	19.82		
Federal Home LN Corp	1,502,205	07/30/24	1,765	1.7%	30.43		
Federal Home LN Corp	1,501,230	07/30/24	1,765	1.7%	30.41		
Federal Farm Credit Bks	1,489,320	08/13/24	1,779	1.7%	30.41		
Federal Home LN Corp	1,500,240	09/18/24	1,815	1.7%	31.25	17,020,705	
<b>Government Securities</b>	<b>17,020,705</b>						

**TREASURY REPORT**

City of Upland - Successor Agency - Public Financing Authority

	Market Value	Availability 09/30/19 10/01/19	No. of days until maturity	weight	days to maturity  weighted average	Total by maturity	
<b>September 30, 2019</b>							
Morgan Stanley C D	259,203	05/02/24	1,676	0.3%	4.99		
Jonesboro St Bank C D	<u>250,098</u>	09/16/24	1,813	0.3%	5.20	509,300	
<b>Corporate Bonds</b>	<b>509,300</b>						
						<u><b>17,530,005</b></u>	<b>4- 5 years</b>
<b>Total Investments</b>	<u><b>\$ 87,130,539</b></u>			100.00%	642.61	<u><b>\$ 87,130,539</b></u>	
	Average Maturity in Days		642.61				
	Average Maturity in Years:		1.761				
LAIF Amortized Cost	\$ 97,726,256,515						
LAIF Fair Value	<u>\$ 98,154,515,097</u>						
Check:	1.004382226						

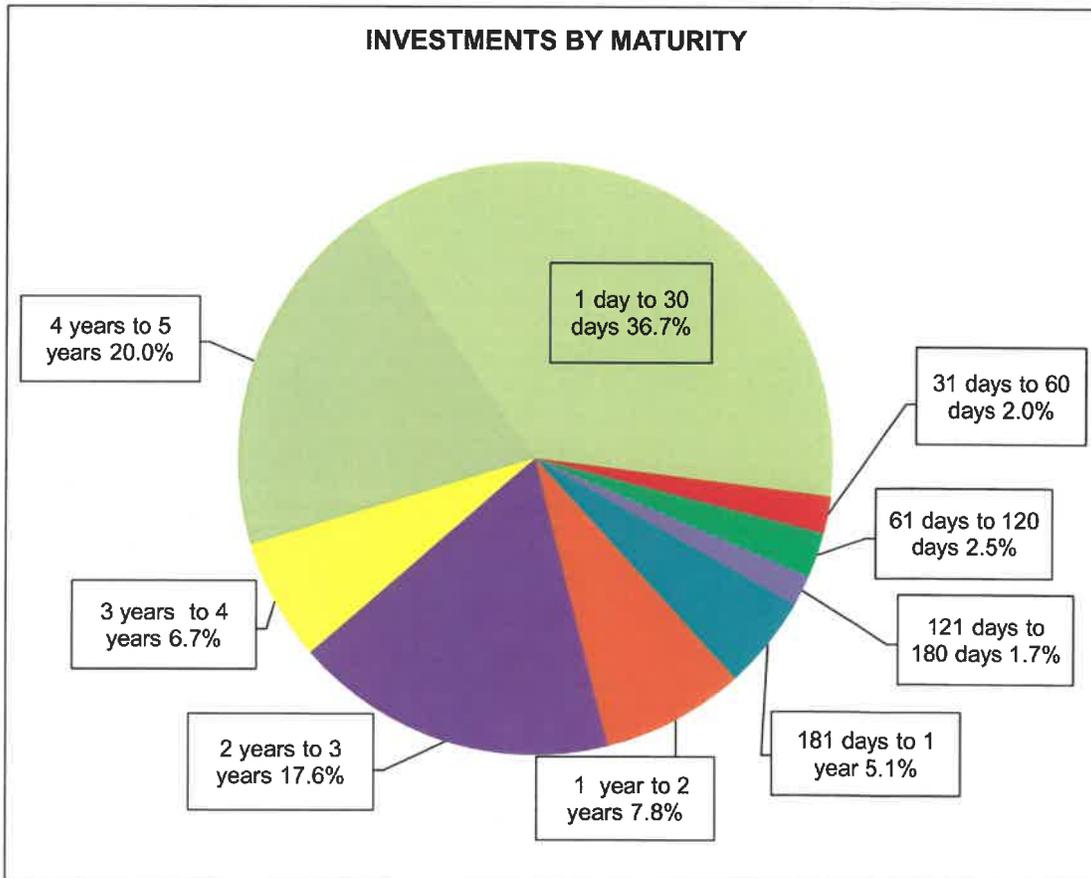
**TREASURY REPORT**

City of Upland - Successor Agency - Public Financing Authority

**September 30, 2019**

**Par Values Maturing by Date and Type  
Maturities in Thousands of Dollars**

Investment Portfolio	1 day to 30 days	31 days to 60 days	61 days to 120 days	121 days to 180 days	181 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 years
State Local Agency Investment Fund	21,545	-	-	-	-	-	-	-	-
Bank Accounts and Change Funds	5,882	-	-	-	-	-	-	-	-
ABS	-	-	-	-	-	-	-	-	-
Government Securities	1,699	1,499	200	-	1,903	4,240	13,266	4,001	17,021
Money Market Fund	2,540	-	-	-	-	-	-	-	-
Corporate Bonds	250	250	1,753	1,253	2,365	2,528	2,030	1,797	509
US Treasury	-	-	200	200	199	-	-	-	-
<b>Total Cash and Investments</b>	<b>31,916</b>	<b>1,749</b>	<b>2,153</b>	<b>1,453</b>	<b>4,467</b>	<b>6,768</b>	<b>15,296</b>	<b>5,798</b>	<b>17,530</b>
<b>Percentage</b>	<b>36.7%</b>	<b>2.0%</b>	<b>2.5%</b>	<b>1.7%</b>	<b>5.1%</b>	<b>7.8%</b>	<b>17.6%</b>	<b>6.7%</b>	<b>20.0%</b>





## STAFF REPORT

**ITEM NO. 11.D.**

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**DATE:** November 11, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**PREPARED BY:** LONDA BOCK-HELMS, ACTING ADMINISTRATIVE SERVICES DIRECTOR  
MORGAN FILLION, HUMAN RESOURCES MANAGER  
**SUBJECT:** THIRD AMENDMENT TO THE AGREEMENT WITH THE ZAPPIA LAW FIRM FOR LABOR AND EMPLOYMENT LAW SERVICES

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### **RECOMMENDED ACTION**

It is recommended that the City Council authorize the City Manager to execute the third amendment to the original agreement with The Zappia Law Firm for labor and employment law services.

### **GOAL STATEMENT**

The proposed action supports the City's goal of retaining municipal legal services to ensure the City receives knowledgeable and experienced legal advice.

### **BACKGROUND**

The original professional services agreement with The Zappia Law Firm dated May 25, 2017 was primarily for labor negotiation services with the Upland Firefighters Association. The agreement was amended on August 14, 2017 to include labor negotiation services for all of the other employee associations, as well as employment law services on an as needed basis through June 30, 2018. As labor negotiations continued, the agreement was amended a second time through June 30, 2019.

The Zappia Law Firm is currently assisting the City on labor related cases prompting the need for this additional amendment to the agreement.

## **ISSUES/ANALYSIS**

As labor negotiations have continued beyond June 30, 2019, and the City remains a litigant in multiple employment related suits, a third amendment is necessary. Staff believes it is beneficial for the City to continue using the Zappia Law Firm for these ongoing cases because of the firms experience and knowledge/history of the cases. This amendment will extend the agreement through June 30, 2020 with a not to exceed limit of \$350,000.

## **FISCAL IMPACTS**

The Fiscal Year 2019/20 operating budget includes budget for these legal services. No additional appropriations are necessary.

## **ALTERNATIVES**

Provide alternative direction to staff.

## **ATTACHMENTS:**

**Amendment No. 3 Zappia Law Firm**

**Amendment No. 2 Zappia Law Firm**

**Amendment No. 1 Zappia Law Firm**

**Professional Services Agreement Zappia Law Firm**

**AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF UPLAND AND THE ZAPPIA LAW FIRM**

This Amendment hereby amends the Professional Services Agreement between the City of Upland and The Zappia Law Firm ("Agreement") dated May 25, 2017, amended on August 24, 2017, and on October 8, 2018.

WHEREAS, the current term of the Agreement expired on June 30, 2019; and

WHEREAS, the Parties desire to continue their relationship subject to the terms and conditions as stated in the Agreement and Amendments dated August 24, 2017, and October 8, 2018.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the Parties agree as follows:

1. This Amendment to the Agreement shall expire on June 30, 2020.
2. The Zappia Law Firm will provide labor negotiations services with the City's employee associations.
3. The Zappia Law Firm may provide labor and employment legal services as approved by the City Manager on an as needed basis at the hourly rate and terms as defined in the agreement.
4. Labor and employment legal services provided shall not exceed \$350,000 during the term of this amendment.

In WITNESS HEREOF, the Parties, through their respective undersigned authorized officers, have duly executed this Amendment as of the 11<sup>th</sup> day of November 2019.

THE ZAPPIA LAW FIRM

CITY OF UPLAND

\_\_\_\_\_  
Ed Zappia, Principal

\_\_\_\_\_  
Rosemary Hoerning, Interim City Manager

Attest:

\_\_\_\_\_  
Keri Johnson, City Clerk

Approved as to form:

\_\_\_\_\_  
Steven Flower, Interim City Attorney

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF UPLAND AND THE ZAPPIA LAW FIRM**

This Amendment hereby amends the Professional Services Agreement between the City of Upland and The Zappia Law Firm ("Agreement") dated May 25, 2017, and amended on August 14, 2017.

WHEREAS, the current term of the Agreement expired on June 30, 2018; and

WHEREAS, the Parties desire to continue their relationship subject to the terms and conditions as stated in the Agreement; and

WHEREAS, the Parties decide to amend certain terms of the Agreement as set forth in this Amendment; and

WHEREAS, the Parties continue to agree to extend the scope of services in Agreement to include labor negotiation services and employment legal services on an as needed basis at the hourly rate as set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the Parties agree as follows:

1. The Amendment to the Agreement shall expire on June 30, 2019.
2. The Zappia Law Firm will provide labor negotiations services with the City's employee associations.
3. The Zappia Law Firm may provide labor and employment legal services as approved by the City Manager on an as needed basis at the hourly rate and terms as defined in the agreement.

In WITNESS HEREOF, the Parties, through their respective undersigned authorized officers, have duly executed this Amendment as of the 8<sup>th</sup> day of October 2018.

THE ZAPPIA LAW FIRM

  
\_\_\_\_\_  
Ed Zappia, Principal

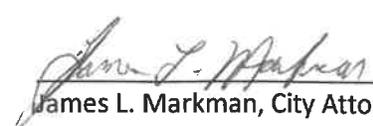
CITY OF UPLAND

  
\_\_\_\_\_  
Bill R. Manis, City Manager

Attest:

  
\_\_\_\_\_  
Jeannette Vagnozzi, City Clerk

Approved as to form:

  
\_\_\_\_\_  
James L. Markman, City Attorney

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF UPLAND AND THE ZAPPIA LAW FIRM**

This Amendment hereby amends the Professional Services Agreement between the City of Upland and The Zappia Law Firm ("Agreement") dated May 25, 2017.

WHEREAS, the current term of the Agreement shall expire on May 30, 2018; and

WHEREAS, the Parties desire to continue their relationship subject to the terms and conditions as stated in the Agreement; and

WHEREAS, the Parties decide to amend certain terms of the Agreement as set forth in this Amendment; and

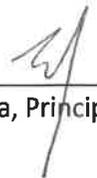
WHEREAS, the Parties agree to extend the scope of services in Agreement to include labor negotiation services and employment legal services on an as needed basis at the hourly rate as set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the Parties agree as follows:

1. The Amendment to the Agreement shall expire on June 30, 2018.
2. The Zappia Law Firm will provide labor negotiations services with the City's employee associations.
3. The Zappia Law Firm may provide labor and employment legal services as approved by the City Manager on an as needed basis at the hourly rate and terms as defined in the agreement.

In WITNESS HEREOF, the Parties, through their respective undersigned authorized officers, have duly executed this Amendment as of the day and year first written above.

THE ZAPPIA LAW FIRM

 8/24/17  
\_\_\_\_\_  
Ed Zappia, Principal

CITY OF UPLAND

  
\_\_\_\_\_  
Martin Thouvenell, Interim City Manager

Attest:

  
\_\_\_\_\_  
Jeannette Vagnozzi, City Clerk

Approved as to form:

  
\_\_\_\_\_  
James L. Markman, City Attorney

**AGREEMENT  
FOR PROFESSIONAL CONSULTANT SERVICES  
The Zappia Law Firm**

**THIS AGREEMENT** is made and effective as of May 25, 2017, between the City of Upland, a municipal corporation ("City") and **The Zappia Law Firm, A Professional Corporation**. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence effective May 25, 2017 and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 30, 2018, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Consultant shall perform services related to labor and employment law including labor negotiations.

3. **PERFORMANCE.** Consultant represents that it has that degree of knowledge and experience and holds all necessary licenses to practice and perform the services herein contemplated and shall at all times faithfully, competently and to the complete satisfaction of the City, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PREVAILING WAGES.** Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$25.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of the Contract.

5. **PAYMENT.**

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$50,000 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement or fifty thousand dollars (\$5,000.00). In no event shall the total sum of the agreement (*basic agreement amount and additional work*) exceed fifty thousand dollars (\$5,000.00). Any additional work in excess of this amount shall be approved by the City Council.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of a invoice of any disputed fees set forth on the invoice.

**6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days' prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 4.

**7. DEFAULT OF CONSULTANT.**

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**8. OWNERSHIP OF DOCUMENTS.**

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and

audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

#### **9. INDEMNIFICATION.**

a. The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City.

b. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

**10. INSURANCE REQUIREMENTS.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.
- (2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

- (4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

b. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

- (1) General Liability: One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- (3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.
- (4) Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- (2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.



- (4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- (6) Additional Insured – All policies, except for Worker's Compensation and Professional Liability policies, shall contain endorsements naming the City of Upland and their officers, employees, agents, and volunteers as additional insured parties with respect to liabilities arising out to the performance of Work hereunder. The additional insured endorsements shall also be primary and non-contributory.
- (7) Waiver of Subrogation Rights - CONSULTANT shall require the carriers of Commercial General Liability, Automobile Liability and Worker's Compensation to waive all rights of subrogation against the City of Upland, and its officers, employees, agents and volunteers. Such insurance coverage provided shall not prohibit CONSULTANT's employees or agents from waiving the right of subrogation prior to a loss or claim. CONSULTANT hereby waives all rights of subrogation against the City of Upland.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VIII, and admitted and licensed to do business in the State of California, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

## 11. INDEPENDENT CONTRACTOR.

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

c. **PERS Eligibility Indemnification:** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

**12. LEGAL RESPONSIBILITIES.** The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant is responsible for compliance with the Patient Protection and Affordable Care Act (2010), and City shall not be obligated to provide any health care coverage to Consultant. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

**13. RELEASE OF INFORMATION.**

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**14. NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail,

certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Upland  
Mailing Address:  
P.O. Box 460  
Upland, California 91785  
460 North Euclid Avenue  
Upland, California 91785  
Attention: City Manager

To Consultant: The Zappia Law Firm, A Professional Corporation  
One Pacific Plaza  
7777 Center Avenue, Suite 625  
Huntington Beach, CA 9264

15. **ASSIGNMENT.** The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

16. **LICENSES.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. **GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Upland. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. **PROHIBITED INTEREST.** No officer, or employee of the City of Upland shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project; during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Upland has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

20. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

21. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

22. **WAIVER.** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

23. **CONSTRUCTION.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

24. **COSTS.** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

25. **RESPONSIBILITY FOR ERRORS.** Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

26. **ATTORNEYS' FEES.** In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

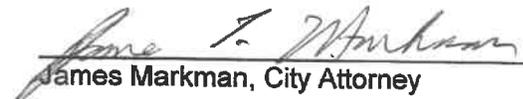
**CITY OF UPLAND**

  
Martin Thouvenell, Interim City Manager

Attest:

  
Jeannette Vagnozzi, Deputy City Manager

Approved As to Form:

  
James Markman, City Attorney

**CONSULTANT**

The Zappia Law Firm  
A Professional Corporation  
One Pacific Plaza  
7777 Center Avenue, Suite 625  
Huntington Beach, CA 92647

By:   
Name: Ed Zappia  
Title: Principal

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



EXHIBIT A

PAYMENT RATES AND SCHEDULE

Principals/Senior Counsel: \$300 per hour

Associate Attorneys: \$250 per hour

Law Clerks/Paralegals: \$120 per hour

Reasonable and customary expenses for copies and mileage.





## STAFF REPORT

**ITEM NO. 11.E.**

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**DATE:** November 11, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING INTERIM CITY MANAGER  
**PREPARED BY:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
KLASHA RAY, SAN BERNARDINO COUNTY FIRE, EMERGENCY SERVICES OFFICER  
**SUBJECT:** EMERGENCY OPERATIONS PLAN - CITY OF UPLAND

---

### RECOMMENDED ACTION

It is recommended that the City Council adopt the Emergency Operations Plan for the City of Upland.

### GOAL STATEMENT

The proposed action supports the City's goal of being proactive in preparing for potential community emergencies and also adopting a formal plan to allow the City to be eligible for appropriate disaster relief funding.

### BACKGROUND

San Bernardino County Fire Services (SBC Fire) provides fire protection and emergency services to the City of Upland. SBC Fire has assigned an Emergency Services Officer to assist the City of Upland in developing an Emergency Operations Plan and ensure City employees and elected representatives receive the necessary training associated with disaster preparedness.

The City had an Emergency Operations plan (EOP); however, this plan is out of date and does not reflect the current organizational structure of the City. The City needs to adopt an updated and current EOP to provide guidance to personnel and elected officials in preparing and activating the Emergency Operations Center (EOC).

In addition to developing an updated EOP, the Emergency Services Officer has evaluated the City EOC located at the Carnegie Library. The Emergency Services Officer has worked with the City to outfit the facility with the necessary equipment to establish a warm EOC and has

performed training with City staff in the EOC facility. Additional training to acclimate staff with the EOC operation is anticipated.

The EOP document establishes the roles and responsibilities of the various emergency responders. It serves as a frame work concerning community partners and it provides important information regarding public outreach/service announcements.

### **ISSUES/ANALYSIS**

It is important for the City to adopt a current EOP. This document serves as a guidance document and provides essential information which will be used during an active emergency event.

### **FISCAL IMPACTS**

No additional funding is needed at this time. Any expenses related to outfitting the EOC are being financed with appropriations in the current operating budget. This is a compliance measure that will allow the City of Upland/community to be eligible to receive disaster relief funding in the case of a future major disaster.

### **ALTERNATIVES**

Provide alternative direction to staff.

### **ATTACHMENTS:**

**Executive Summary**  
**Emergency Operations Plan**



# Emergency Operations Plans (EOP) Executive Summary

The purpose of this **Executive Summary** is to provide a briefing tool for City Elected Officials and Executives regarding the Emergency Operations Plan for the City of Upland.

## **Synopsis**

Recent trends in emergency management have shown that California has had an increase in potential risk to life and property damage through emergency incidents. This plan is designed to help guide the City through the emergency preparedness process, and provide guidance in emergency situation preparedness, planning, and practice.

## **Introduction**

The purpose of the plan is to address the City of Upland's planned response to extraordinary emergency situations. The scope is structured within the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). The plan is organized by five (5) sections: The Basic Plan, Emergency Function Annexes, Support Annexes, Hazard-specific Annexes, and Appendices.

## **Situation and Assumptions**

The situation reviews the demography, geography, history, and meteorology of the City of Upland, along with statistical data relevant to the plan. Hazards are listed, as is a description of the City's current emergency operations situation. This is also followed by planning assumptions necessary for understanding the plan and its promulgation.

## **Emergency Management Organization**

An overview of the City's emergency management process is described, followed by city code concerning the authority and process of emergency management within the city governmental structure. A list of relevant personnel is included, with listings of duties and responsibilities of said personnel in an emergency situation. Connections to emergency services partners are listed, followed by a structural introduction to a standardized emergency management system. California state emergency functions are described and outlined, in both stasis and activation, as well.

## **Concept of Operations**

An overview of the concept of emergency operations describes the process, which is followed by the five (5) mission areas of emergency management. The subsequent step is situational awareness, with the importance of emergency declarations stated. A sample proclamation is included. State of emergency is defined, as are the levels of disaster assistance. The sequence is shown, followed by the process of notification and mobilization. Various terms and processes are then described and detailed.

# Emergency Operations Plans (EOP) Executive Summary

## **Emergency Operations Center (EOC)**

An overview of the City's emergency operations center's function and management is described, followed by a visual illustration. The specific EOC location(s) and layouts are illustrated. Activation levels and procedures are detailed. Communications procedures and connections are described, as are criteria for deactivation.

## **Mutual Aid**

An overview of the concept of mutual aid is outlined, along with agency relationship to other agencies. Responsibilities, policies, procedures, and coordination are then described and outlined.

## **Information Collection, Analysis, and Dissemination**

An overview includes the necessities of specific locations' responsibilities for information analysis, collection, and dissemination for the City. A 'big picture' diagram shows agency/sector relationships, and is followed by the connection to the county EOC system.

## **Public Information**

The role and value of public information are described, followed by the processes for the dissemination and publicity for public information by the EOC before, during, and after an activation situation.

## **Access and Functional Needs**

Elements of serving populations with access and functional needs are described and outlined for operational necessity.

## **Continuity of Government**

This section focuses on the role of authority and lines of succession in emergency situations. The importance of retaining vital records is also detailed.

## **Recovery**

Operational definitions are listed. Organizational structures are detailed. Damage assessment processes are described, including documentation. After Action Reports (AARs) are described, as well as the importance of recovery assistance in the process.

## **Administration and Logistics**

This section describes the roles of the City Administration and the County EOC in both organization and activation logistics.

## **Plan Maintenance and Distribution**

This section includes the pattern for change in the plan.



# Emergency Operations Plans (EOP) Executive Summary

## **Standard Operating Procedure (SOP) Development**

This section describes SOP details and procedures.

## **Training and Exercises**

The training and exercises for emergency preparedness are outlined in this section.

## **Functional Annex**

This section has checklists and process descriptions for operational productivity.

## **Appendices**

This section includes the citations of legal authority for this plan and its processes. A glossary of technical terms follows, along with a listing of acronyms used throughout the plan. A contact list with space for additional information is included for future usage.

## **Conclusion**

In conclusion, this Executive Summary is designed for a brief overview of the plan in its entirety, and may be helpful for initial understanding of the plan's elements and structure.

# CITY OF UPLAND Emergency Operations Plan (EOP)

## Part I – Basic Plan



**PREPARED BY:  
SAN BERNARDINO COUNTY FIRE  
OFFICE OF EMERGENCY  
SERVICES**

**November 11, 2019**



This document was supported by EMPG Grant No. 2017-0007, awarded by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA). Points of view, opinions, findings, and conclusions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA or DHS. DHS/FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use these materials and to authorize others to do so.



**CITY OF UPLAND**  
**Emergency Operations Plan**  
**Part I – Basic Plan**

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**CITY OF UPLAND**  
**Emergency Operations Plan**  
**Part I – Basic Plan**

***Resolution***

**RESOLUTION**



## **LETTER OF PROMULGATION**

### **LETTER OF PROMULGATION**

November 11, 2019

TO: OFFICIALS, EMPLOYEES, AND CITIZENS OF THE CITY OF UPLAND

The preservation of life and property is an inherent responsibility of local, state, and federal government. The City of Upland has prepared this Emergency Operations Plan to ensure the most effective and economic allocation of resources for the maximum benefit and protection of the civilian population in time of emergency.

Good plans carried out by knowledgeable and well-trained personnel can and will minimize loss of life and property. This Plan describes the Emergency Organization, assigns tasks, specifies policies and general procedures, and provides for coordination of the planning efforts of various emergency staff and service elements. This updated plan supersedes all previous Emergency Operations Plans.

The objective of this Plan is to incorporate and coordinate all the facilities and personnel of the City into an efficient organization as defined under the California Standardized Emergency Management System (SEMS), as defined in Government Code Section 8607 (a), and the National Incident Management System (NIMS), as defined by Presidential Executive Orders, for managing response to multi-agency and multi-jurisdictional emergencies.

This Emergency Operations Plan (EOP) is an extension of the State of California Emergency Plan and the San Bernardino County Operational Area Emergency Operations Plan. It will be reviewed and tested periodically and updated as needed to meet changing conditions. Minor modifications to this Plan can be made by the City Manager, Deputy City Manager, or Assigned Emergency Services Officer without the signature of Council.

The Upland City Council gives its full support to this Plan and the use of the Standardized Emergency Management System (SEMS) and urges the whole community, including all officials, employees, and residents - individually and collectively - to participate in the overall emergency effort of the City of Upland.

Debbie Stone  
Mayor  
City of Upland



**CITY OF UPLAND**  
**Emergency Operations Plan**  
**Part I – Basic Plan**

## PLAN CONCURRENCE

The following list of signatures documents the City of Upland Disaster Council's concurrence with this Emergency Operations Plan (EOP). As needed, revisions will be submitted to the Emergency Services Officer assigned to the City of Upland.

Having reviewed the foregoing **City of Upland Emergency Operations Plan** and approved same, I hereto set my signature:

\_\_\_\_\_  
Debbie Stone  
Mayor/Chairman

\_\_\_\_\_  
Janice Elliott  
Mayor Pro-Tempore / Vice-Chairman

\_\_\_\_\_  
Steven Flower  
City Attorney

\_\_\_\_\_  
Darren Goodman  
Chief of Police

\_\_\_\_\_  
Jeff Birchfield  
Assistant Fire Chief

\_\_\_\_\_  
Mike Antonucci  
Director of Emergency Services

\_\_\_\_\_  
Daniel Munoz  
Assistant Director of Emergency Services

\_\_\_\_\_  
Klasha Ray  
Emergency Services Officer

\_\_\_\_\_  
Keri Johnson  
City Clerk



**CITY OF UPLAND**  
**Emergency Operations Plan**  
**Part I – Basic Plan**

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## **PART I – BASIC PLAN**

### **SECTION 1: FORWARD**

This Emergency Operations Plan (EOP) addresses the City of Upland’s (*hereafter, may be referred to as, the City*) planned response to extraordinary emergency situations associated with natural disasters, technological incidents, and national security emergencies. The plan does not address normal day-to-day emergencies, or the well-established and routine procedures used in coping with such emergencies. Instead, the operational concepts reflected in this plan focus on potential large-scale disasters which can generate unique situations, requiring unusual emergency responses. This plan is flexible enough to use in all emergencies and will facilitate the City of Upland’s response and short-term recovery activities.

This plan is a preparedness document—designed to be read, understood, and exercised prior to an emergency. It is consistent with the requirements of the California Standardized Emergency Management System (SEMS) as defined in *Government Code Section 8607 (a)* and the National Incident Management System (NIMS) as defined by Presidential Executive Orders for managing response to multi-agency and multi-jurisdictional emergencies.

Each element of the emergency management organization is responsible for assuring the preparation and maintenance of appropriate and current Standard Operating Procedures (SOPs)/Emergency Operating Procedures (EOPs), policies, instructions, resource lists and checklists that detail how assigned responsibilities are performed to support SEMS/NIMS implementation and to ensure successful response during a major disaster. Such SOPs/EOPs should include the specific emergency authorities that designated officials and their successors can assume during emergency situations. This plan meets the requirements of NIMS for the purposes of emergency management.

#### **1.1 Recent Trends in Emergency Management**

A variety of emerging trends have influenced emergency management, including an increasing diversity of California’s population, greater vulnerability to floods and wildland fires as development expands, and the need for more emphasis on disaster recovery and hazard mitigation efforts to reduce disaster impact.

According to a 2011 report issued by FEMA’s Strategic Foresight Initiative (SFI), the emergency management community faces a future with challenges likely to be far different from those we confront today with increasing complexity and decreasing predictability in its operating environment. Complexity will take the form of more incidents, new and unfamiliar threats, more information to analyze (possibly with less time to process it), new players and participants, sophisticated technologies, and exceedingly high public expectations.

California faces unprecedented threat to life, property, and the environment due to the effects of our changing climate and continues actions to build on the ongoing response to record dry conditions and assist recovery efforts from devastating wildfires. To date, the State has



committed hundreds of millions of dollars to emergency drought relief, disaster assistance, water conservation, and infrastructure projects. Efforts are also underway to establish a framework for sustainable, local groundwater management for the first time in California's history.

Perhaps most notable is the evolution of terrorism preparedness. While a focus in prior years, terrorism prevention and preparedness changed fundamentally following the September 11, 2001, terrorist attacks in New York, Washington, D.C., and Pennsylvania. Congress enacted the Homeland Security Act of 2002 establishing the federal Department of Homeland Security to prevent, protect against, and respond to acts of terrorism in the United States.

At the same time, FEMA's 2018-2022 Strategic Plan states:

“Large scale, complex incidents, including FEMA's responses to Hurricanes Harvey, Irma, and Maria, as well as the 2017-2018 California wildfires, underscore the criticality of our shared mission and remind us of the importance of learning from past disasters.”  
(p.8)

While the City faces new challenges, history reinforces the reality that many of the historical threats remain. The City remains susceptible to major impacts from earthquake, fire and flooding.

The priorities for Emergency Management in Upland continue to focus on all hazards, including efforts on enhancing prevention and detection capabilities to protect the City from all hazards and threats; and strengthen the ability to prepare for, respond to, recover from, and provide resources to mitigate the impacts of disasters, emergencies, crimes, and terrorist events.



**SECTION 2: TABLE OF CONTENTS**

**RESOLUTION ..... i**

**LETTER OF PROMULGATION ..... ii**

**PLAN CONCURRENCE..... iii**

**PART I – Basic Plan..... 1**

**SECTION 1: FORWARD ..... 1**

    1.1 Recent Trends in Emergency Management..... 1

**SECTION 2: TABLE OF CONTENTS .....3**

**SECTION 3: INTRODUCTION ..... 11**

    3.1 Purpose..... 11

    3.2 Scope..... 11

    3.3 Plan Organization..... 13

        3.3.1 Part I Basic Plan ..... 13

        3.3.2 Part III - Support Annexes..... 13

        3.3.3 Appendices ..... 13

    3.4 Relationship to other Plans ..... 14

        3.4.1 Emergency Operations Plan (EOP) ..... 14

        3.4.2 Local Hazard Mitigation Plan (LHMP/HMP) ..... 14

        3.4.3 General Plan..... 14

**SECTION 4: SITUATION AND ASSUMPTIONS ..... 15**

    4.1 Community Profile..... 15

        Figure 4.1.1: City of Upland Jurisdiction Map..... 15

    4.2 Climate..... 17

    4.3 Demographics..... 17

    4.2 Housing..... 17

    4.3 Natural Hazards ..... 17

    4.4 Other Hazards..... 18

    4.5 Situation ..... 18

    4.6 Planning Assumptions..... 18

**SECTION 5: EMERGENCY MANAGEMENT ORGANIZATION ..... 21**

    5.1 Overview ..... 21

    5.2 Disaster Ordinance – MC- Title 2 Chapter 2.20 ..... 21

        5.2.1 Definition of Emergency – 2.20.020 ..... 21

        5.2.2 Disaster Council Membership – 2.20.030 ..... 22

        5.2.3 Powers and Duties – 2.20.040..... 22



5.3 Director of Emergency Services .....	22
5.3.1 Powers and Duties – 2.20.060 .....	22
5.4 Assistant Director of Emergency Services .....	24
5.6 Emergency Organization.....	24
5.7 Responsibilities of All Departments.....	24
5.7.1 City Clerk’s Office .....	25
5.7.2 Development Services Department .....	25
5.7.3 Parks, Recreation and Community Services.....	26
5.7.4 Finance .....	26
5.7.5 Human Resources .....	27
5.7.6 Police Department .....	27
5.7.7 Public Works .....	28
5.7.8 Fire.....	28
5.7.9 Information Technology .....	28
Figure 5.7.10: City of Upland Emergency Organization .....	29
5.8 Emergency Management Partners.....	30
5.8.1 Operational Area (OA) .....	30
5.8.2 State Government.....	30
5.8.3 Federal Government.....	31
5.8.4 Private Sector .....	31
5.8.5 Non-Governmental Organizations.....	31
5.8.6 Individuals and Households .....	31
5.9 Standardized Emergency Management System .....	32
Figure 5.9.1: Standard ICS Structure (SEMS) Functions .....	32
5.9.2 Command .....	32
5.9.3 Management.....	32
5.9.4 Operations .....	33
5.9.5 Planning/Intelligence.....	33
5.9.6 Logistics.....	33
5.9.7 Finance/Administration .....	33
5.10 National Incident Management System (NIMS) .....	33
5.11 Emergency Functions .....	34
Figure 5.11.1: California Emergency Functions (EF’s).....	35



Matrix 5.11.2: California Emergency Functions/City Functions .....	37
5.12 Emergency Function Annex Development .....	38
5.13 Emergency Functions During EOC Activation.....	38
Figure 5.13.1: Emergency Functions/EOC Positions .....	38
<b>SECTION 6: CONCEPT OF OPERATIONS .....</b>	<b>39</b>
6.1 Overview .....	39
6.2 Five Mission Areas of Emergency Management.....	39
6.3 Situational Awareness.....	40
6.4 Emergency Proclamations/Declarations .....	40
6.4.1 Local Emergency Proclamation .....	40
Figure 6.4.2: Sample Proclamation .....	42
6.4.3 State of Emergency .....	43
6.4.4 State of War Emergency.....	44
6.4.5 Presidential Declaration .....	44
6.5 Levels of Disaster Assistance .....	44
6.5.1 Director’s Concurrence.....	44
6.5.2 Governor’s Proclamation of State of Emergency.....	44
6.5.3 Presidential Declaration of an Emergency .....	45
6.5.4 Presidential Declaration of a Major Disaster.....	45
Figure 6.5.5: Proclamation/Declaration Sequence .....	46
6.6 Notification and Mobilization .....	46
6.6.1 Alerting/Notification/Warning System.....	47
6.7 SEMS Coordination Levels .....	47
6.7.1 Multi-Agency or Inter-Agency Coordination .....	48
6.7.2 Coordination with Field Response .....	49
6.7.3 Coordination with The County Operational Area (OA) .....	49
6.7.4 Coordination with Other Districts.....	49
6.7.5 Coordination with Private and Non-Profit Agencies .....	49
6.8 Incident Command System (ICS).....	49
6.8.1 Command .....	50
6.8.2 Operations .....	50
6.8.3 Planning/Intelligence.....	50
6.8.4 Logistics.....	50



6.8.5 Finance/Administration .....	50
6.8.6 Principles of ICS .....	50
6.8.7 Unified Command .....	51
6.8.9 Action Planning Process .....	51
Incident Action Plan (IAP) – Field Level .....	52
EOC Action Plan (EAP).....	53
Figure 6.8.10: EOC Operational Period Planning Cycle – “Planning P” .....	55
<b>SECTION 7: EMERGENCY OPERATIONS CENTER (EOC) .....</b>	<b>57</b>
7.1 Overview .....	57
7.1.1 Management Section Activities and Responsibilities .....	57
7.1.2 Operations Section Activities and Responsibilities.....	57
7.1.3 Planning/Intelligence Section Activities and Responsibilities .....	58
7.1.4 Logistics Section Activities and Responsibilities .....	58
7.1.5 Finance/Administration Activities and Responsibilities.....	58
7.1.6 Figure: City of Upland EOC Organization Chart.....	59
7.2 Other Districts, Private, And Non-Profit Agencies .....	60
7.3 Primary and Alternate EOC.....	60
Figure 7.3.1: EOC Floor Plan Layout .....	61
7.4 EOC Activation Levels .....	61
7.4.1 Monitoring .....	61
7.4.2 Level III Activation.....	62
7.4.3 Level II Activation.....	62
7.4.4 Level I Activation.....	62
Figure 7.4.5: EOC Activation Matrix .....	63
7.4.6 Activation Procedures .....	63
Figure 7.4.7: EOC Activation Event Examples .....	65
7.4.8 Notification of Activation to the San Bernardino County OA .....	65
7.5 EOC Deactivation.....	66
7.6 Field/EOC Communications and Coordination.....	67
7.7 Field/EOC Direction and Control Interface .....	67
<b>SECTION 8: MUTUAL AID .....</b>	<b>69</b>
8.1 Overview .....	69
8.2 Mutual Aid Regions .....	69
Map 8.2.1: California Mutual Aid (MA) Regions .....	69



8.3 Mutual Aid Responsibilities .....	70
8.4 Mutual Aid Policies and Procedures.....	70
8.5 Mutual Aid Coordination.....	71
8.5.1 Interstate Mutual Aid.....	72
8.5.2 Volunteer and Private Mutual Aid.....	72
8.5.3 Mutual Aid Resource Management.....	73
8.5.4 Resource Ordering.....	73
<b>SECTION 9: INFORMATION COLLECTION, ANALYSIS, AND DISSEMINATION.....</b>	<b>75</b>
9.1 Overview .....	75
9.2. “The Big Picture” .....	76
9.3 WebEOC.....	76
<b>SECTION 10: PUBLIC INFORMATION.....</b>	<b>77</b>
10.1 Overview .....	77
10.1.1 Purpose.....	77
10.1.2 Objectives .....	77
10.1.3 Policies and Procedures .....	78
10.2 Resources Available for Public Information.....	78
10.2.1 Emergency Alert System (EAS).....	79
10.2.2 Joint Information Center (JIC).....	79
10.2.3 Public Awareness and Education.....	80
<b>SECTION 11: ACCESS AND FUNCTIONAL NEEDS .....</b>	<b>81</b>
11.1 Overview .....	81
<b>SECTION 12: CONTINUITY OF GOVERNMENT .....</b>	<b>85</b>
12.1 Standby Officers.....	85
12.2 Lines of Succession for Government Officials.....	85
12.3 Vital Records Retention .....	86
<b>SECTION 13: RECOVERY .....</b>	<b>87</b>
13.1 Overview .....	87
13.2 Concept of Operations .....	87
13.2.1 Short Term Recovery.....	87
13.2.2 Long Term Recovery .....	87
13.3 Recovery Organization.....	88
13.3.1 Management.....	88
13.3.2 Operations .....	88



13.3.3 Planning/Intelligence .....	89
13.3.4 Logistics .....	89
13.3.5 Finance/Administration .....	89
Figure 13.3.6: Recovery Organization Chart .....	90
13.4 Damage Assessment .....	91
13.5 Recovery Documentation .....	92
Figure 13.5.1: Initial Damage Estimate (IDE) Form .....	93
13.6 Recovery Reporting/After Action Reports .....	94
Figure 13.6.1: After-Action/Corrective Action Report Template .....	95
13.7 Recovery Disaster Assistance .....	99
13.7.1 Local Assistance Center (LAC) .....	99
13.7.2 Individual Assistance (IA) Program .....	99
13.7.3 Public Assistance (PA) Program .....	100
13.7.5 Hazard Mitigation Grant Program (HMGP) .....	101
<b>SECTION 14: ADMINISTRATION AND LOGISTICS .....</b>	<b>103</b>
14.1 Administration .....	103
14.2 Logistics .....	103
<b>SECTION 15: PLAN MAINTENANCE AND DISTRIBUTION .....</b>	<b>105</b>
15.1 Record of Changes .....	105
15.2 Record of Distribution .....	106
<b>SECTION 16: STANDARD OPERATING PROCEDURE (SOP) DEVELOPMENT .....</b>	<b>107</b>
<b>SECTION 17: TRAINING AND EXERCISES .....</b>	<b>109</b>
17.1 Training .....	109
17.2 Exercises .....	109
17.2.1 Seminars/Workshops .....	109
17.2.2 Tabletop .....	109
17.2.3 Functional Exercise .....	110
17.2.4 Full Scale Exercise .....	110
<b>PART II – FUNCTIONAL ANNEX .....</b>	<b>119</b>
1.1 SEMS EOC Position Checklists .....	119
1.2 Generic Checklist (All Positions) .....	120
1.3 Management Section .....	121
1.3.1 EOC Director .....	121
1.3.2 EOC Coordinator (ESC) .....	123



1.3.3 Public Information Branch Coordinator.....	124
1.3.4 Rumor Control Unit Leader.....	126
1.3.5 Liaison Officer .....	127
1.3.6 Agency Representatives .....	129
1.3.7 Safety Officer.....	131
1.3.8 Security Officer.....	132
1.4 Operations Section.....	133
1.4.1 Operations Section Chief.....	133
1.4.2 Fire & Rescue Branch Coordinator.....	135
1.4.3 Fire Operations Unit Leader .....	137
1.4.4 Disaster Medical Unit Leader .....	139
1.4.5 Search & Rescue Unit Leader .....	140
1.4.6 Hazmat Unit Leader .....	142
1.4.7 Law Enforcement Branch Coordinator .....	144
1.4.8 Law Enforcement Operations Unit Leader .....	146
1.4.9 Coroner Unit.....	148
1.4.10 Construction/Engineering Branch Coordinator .....	149
1.4.11 Utilities Unit Leader .....	151
1.4.12 Damage/Safety Assessment Unit Leader.....	152
1.4.13 Public Works Unit Leader.....	153
1.4.14 Health & Welfare Branch Coordinator .....	154
1.4.15 Care & Shelter Unit Leader .....	155
1.4.16 Public Health Unit Leader.....	156
1.5 Planning and Intelligence Section .....	157
1.5.1 Planning/Intelligence Section Chief.....	157
1.5.2 Situation Analysis Unit Leader.....	159
1.5.3 Documentation Unit Leader.....	161
1.5.4 Advanced Planning Unit Leader .....	162
1.5.5 Technical Services Unit Leader.....	163
1.5.6 Demobilization Unit Leader .....	164
1.6 Logistics Section .....	165
1.6.1 Logistics Section Chief .....	165
1.6.2 Communications Branch Coordinator.....	167



1.6.3 Communications Unit Leader .....	169
1.6.4 Information Systems Unit Leader .....	170
1.6.5 Transportation Unit Leader .....	171
1.6.6 Personnel Unit Leader .....	172
1.6.7 Supply/Procurement Unit Leader .....	174
1.6.8 Facilities Unit Leader .....	176
1.6.9 Resource Status Unit Leader .....	177
1.7 Finance/Administration Section .....	178
1.7.1 Finance/Administration Section Chief .....	178
1.7.2 Time Keeping Unit Leader .....	180
1.7.3 Purchasing Unit Leader .....	181
1.7.4 Recovery Unit Leader .....	182
1.7.5 Compensation & Claims Unit Leader .....	183
<b>PART III – APPENDICES .....</b>	<b>189</b>
1.1 Authorities and References .....	189
18.1.1 City of Upland Local Municipal Codes .....	189
18.1.2 State Authorities .....	189
18.1.3 Federal Authorities .....	189
18.1.4 References .....	189
18.2 Glossary of Terms .....	191
18.3 Acronym List .....	204
18.4 Critical Contact Lists (TBD) .....	207
18.4.1 City Contacts .....	207
18.4.2 County Contacts .....	207
18.4.3 Utility Contacts .....	208
18.4.4 Federal and State Contacts .....	208
18.4.5 Transportation and Infrastructure Contacts .....	209
18.4.6 NGO Contacts .....	209



## **SECTION 3: INTRODUCTION**

### **3.1 Purpose**

This Emergency Operations Plan addresses the City of Upland’s planned response to extraordinary emergency situations associated with natural disasters, technological incidents, and national security emergencies. It provides an overview of operational concepts, identifies components of the City’s emergency management organization within the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

It also describes the overall responsibilities of the federal, state, and county entities for protecting life and property and assuring the overall well-being of the population. Each organization identified in this Plan is responsible for, and expected to develop, implement, and test policies, procedures, instructions, and checklists that reflect cognizance of the emergency management concepts contained herein. Coordinated response and support roles must be defined by these organizations to facilitate the ability to respond to any given incident. This plan meets the requirements of NIMS for the purposes of emergency management.

### **3.2 Scope**

SEMS is the system required by *Government Code Section 8607(a)* for managing response to multi-agency and multi-jurisdiction emergencies in California. SEMS consists of five organizational levels that are activated as necessary: field response, local government, operational area, region and state. The National Incident Management System (NIMS) is required by Homeland Security Presidential Directive-5 (HSPD-5) *Management of Domestic Incidents* and is a comprehensive, national approach to incident management that is applicable at all jurisdictional levels and across functional disciplines.

SEMS and NIMS incorporate the use of the Incident Command System (ICS), the Master Mutual Aid Agreement, existing mutual aid systems, the operational area concept, and multi-agency or inter-agency coordination. SEMS/NIMS help unify all elements of the City of Upland’s emergency management organization into a single integrated system. Its use is mandatory in order to be qualified to receive state and/or federal reimbursement for damage/destruction of City property and eligible response-related costs resulting from a disaster.

ICS is used to organize on-scene operations for a broad spectrum of emergencies from small to complex incidents, both natural and manmade. The field response level is where emergency management/response personnel, under the command of an appropriate authority, carry out tactical decisions and activities in direct response to an incident or threat.



**CITY OF UPLAND**  
**Emergency Operations Plan**  
**Part I – Basic Plan**

**Part I - Section 3:**  
***Introduction***

Additional information may be found in *California Code of Regulations (CCR), Title 19, Section 2400*, and the SEMS Approved Course of Instruction. NIMS information is available through FEMA at [www.FEMA.gov](http://www.FEMA.gov).



### **3.3 Plan Organization**

There are five parts to a comprehensive Emergency Operations Plan: The Basic Plan, Emergency Function Annexes, Support Annexes, Hazard-specific Annexes and Appendices.

#### ***3.3.1 Part I Basic Plan***

The basic plan describes the fundamental systems, strategies, policies, assumptions, responsibilities and operational priorities that the City will utilize to guide and support emergency management efforts. Essential elements of the basic plan include:

- A description of the emergency services that are provided by governmental agencies and how resources are mobilized,
- An outline of the methods for carrying out emergency operations and the process for rendering mutual aid,
- An overview of the system for providing public information and,
- Emphasis on the need for continuity planning to ensure uninterrupted government operations.

These elements culminate with a comprehensive emergency management concept of operations that outlines the relationships and responsibilities for all levels of government, nongovernmental organizations, and the private sector.

#### ***3.3.2 Part III - Support Annexes***

The support annexes describe the framework through which the City departments and agencies, the private sector, not-for-profit and voluntary organizations, and other non-governmental organizations coordinate and execute the common emergency management strategies. The actions described in the support annexes apply to nearly every type of emergency.

Support annexes may include, but are not limited to, mass care and shelter plans, animal plans, continuity of government plans, and financial recovery plans. The support annexes will be maintained separate from the basic plan.

#### ***3.3.3 Appendices***

Subsequent plans and procedures that are developed in support of the Emergency Plan, such as mutual aid plans, hazard-specific plans, catastrophic plans and related procedures will be incorporated by reference and maintained separate from the basic plan.



### **3.4 Relationship to other Plans**

#### ***3.4.1 Emergency Operations Plan (EOP)***

The intent of the City's EOP is to provide the concept of operations and strategic activities for responding to any type of emergency incident impacting the City.

#### ***3.4.2 Local Hazard Mitigation Plan (LHMP/HMP)***

The City of Upland and the surrounding jurisdictions have developed their Local Hazard Mitigation Plans (LHMP/HMP) and the City is expecting FEMA approval in 2019. The plan identifies hazards, assesses the losses associated with the hazards, and investigates the vulnerability of the community towards different hazards. The plan also identifies alternatives for the future of the community to better prepare, minimize loss and educate the public of the hazards identified.

#### ***3.4.3 General Plan***

The City of Upland's General Plan incorporates elements of both the Emergency Operations Plan and the Local Hazard Mitigation Plan. All plans reflect the local hazards and address the City's response to dealing with these hazards.



## SECTION 4: SITUATION AND ASSUMPTIONS

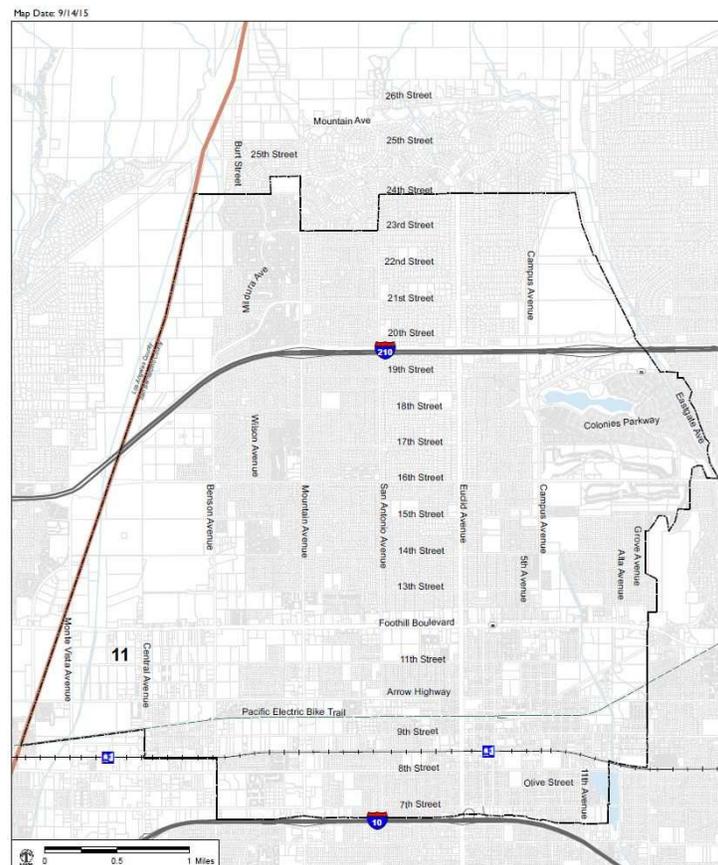
### 4.1 Community Profile

The City of Upland is located 27 miles west of San Bernardino and 35 miles east of Los Angeles nestled at the base of the San Gabriel Mountains, located in San Bernardino County. Upland measures only 15.84 square miles.

The City of Upland is situated between the cities of Rancho Cucamonga, Ontario, Montclair, and Claremont. The city is bounded by Ontario to the South, Rancho Cucamonga to the East, Claremont and Montclair to the West. Upland's sphere of influence includes the small community of San Antonio Heights to the North, which is currently serviced by the County of San Bernardino. This community is primarily residential and in complete build-out bordered by the San Bernardino National Forest to the North.

The topography of the City begins at an approximate elevation of 2,000 ft. at the northern section of the City. Elevations decrease to 1,328 ft. at City's central section and down to 1,175 ft. at the City's most southern section.

**Figure 4.1.1: City of Upland Jurisdiction Map**





Directly north and outside the city limits is the San Antonio Dam. It is an earth/rock fill dam operated by the Los Angeles District-Corps of Engineers. It is normally empty except during or immediately following periods of significant runoff. Dam failure would likely occur in the event of concurrent occurrence of two relatively rare events - significant seismic activity on the Cucamonga Fault and unseasonal precipitation.

Upland originally was an irrigation colony established by George and William Chaffey. When founded, it was a small rural town based on agriculture, specifically citrus fruits and grapes.

Upland was first founded on February 10, 1887 and Incorporated May 15, 1906. The type of government is Council/Manager. Present-day Upland maintains many of the same features as it had in the past, most specifically Euclid Avenue, which is the Primary north-south, tree-lined street that runs through town as well as many of the older, adobe and ranch-style houses. Other features of Upland include Upland Town Center, an open-air mall in the downtown area at the intersection of 9th St. and 2nd Ave, and a clear view of Mount Baldy. Upland has two sister cities: Mildura, Victoria, Australia and Caborca, Sonora, Mexico

From its inception in the late nineteenth century, two primary forces drove Upland's historic development: the citrus industry and the railroad. Between 1880 and 1920 the economy of the community was based largely on the citrus industry. Profits from the industry were distributed across the board, from wealthy growers to town businesses to field hands. The grower's disposable incomes fueled investment in land development. With new technology in building contractions and mechanized fruit packing and handling between 1925 and 1945 citrus industry tripled. In the 1930's construction of new packing houses with large administrative offices and modernized for workers began to take the place of older packinghouses.

Upland's commercial/industrial district has been the business center of the town since its founding. The Second Ave. commercial area has historically functioned as the "main street " of Upland. Within two decades new construction in the commercial district continued steadily with all services needed to sustain the city. During WWII the citrus industry continued to prosper, but at the conclusion of WWII returning veterans caused the population to soar which caused the sale of citrus groves one-by-one for development as housing subdivisions. A boom in construction of schools and shopping centers followed. Within a few years citrus growing, which once was the leading economy, now played a minor role in the city's economy. As the decades have passed the economy has flourished and the population has grown. Commercial/industry continues to grow to keep up with the needs of the community.

Today, the City of Upland has reached development levels close to complete build-out. Remaining small parcels within the City are viewed by developers for primary commercial and industry.

The City of Upland may be exposed to many hazards, all of which have the potential to disrupt the community, causing damage, and creating casualties. Possible natural hazards include earthquakes, floods, wildfires, and winter storms. The threat of a war-related incident such as a nuclear, biochemical, or conventional attack is present as well. Other man-made disaster



situations could develop from hazardous material (HazMat) accidents, public health-related incidents, major transportation accidents, or acts of terrorism.

## **4.2 Climate**

Temperatures in the City of Upland average 66° annually and an average rainfall of 22 inches. The climate is characterized by hot dry summers when temperatures can rise above 100°, and moderate winters, with rare freezing temperatures. A major portion of the precipitation occurs between December and March. Snow in the upper reaches of the area is possible and is considered an important contributing factor to runoff.

## **4.3 Demographics**

The City of Upland had a population of 2010 census (73,713), 2018 estimate (77,018) with males representing 47.5% and females representing 52.5%. 6.0% of the population was under 5 years of age while 14.4% of the population was over 65 years of age. The median age was 34.7 years. For residents reporting race, 42.4% reported “White”, 40.7% reported “Hispanic”, 8.1% reported “Asian”, 5.9% reported “black or African American”, 0.4% “American Indian or Alaska Native” and .1% “Native Hawaiian or Pacific Islander.”

## **4.4 Housing**

The Census reported that 76,684 people (96.5% of the population) lived in households, 3,078 (1.5%) lived in non-institutionalized group quarters, and 4,247 (2.0%) were institutionalized. There were 27,155 housing units at an average density of 4,721.3 per square mile (423.4/km<sup>2</sup>), of which 13,659 (50.3%) were owner-occupied, and 13,496 (49.7%) were occupied by renters. The homeowner vacancy rate was 3.2%; the rental vacancy rate was 9.5%.

Median home value in the market area is \$444,200, compared to a median home value of \$157,913 for the U.S. In five years, median home value is projected to change by 3.72 % annually to \$533,200.

## **4.5 Natural Hazards**

Starting with the 2005 LHMP and updated in 2015 as necessary, the Local Planning Team identified thirteen (13) natural hazards that have potential to affect the City: For detailed hazard information, see ***Part IV - Hazard Specific Annexes***

- |   |  |
|---|--|
| <input type="checkbox"/> Wildfires                      | <input type="checkbox"/> Lightning                     |
| <input type="checkbox"/> Flood                          | <input type="checkbox"/> Extreme Heat                  |
| <input type="checkbox"/> Earthquake/Geologic Hazards    | <input type="checkbox"/> Extreme Cold                  |
| <input type="checkbox"/> Dam Inundation                 | <input type="checkbox"/> Hail                          |
| <input type="checkbox"/> Infestation                    | <input type="checkbox"/> Tornado                       |
| <input type="checkbox"/> Drought                        | <input type="checkbox"/> Winter Storm (Heavy Snowfall) |
| <input type="checkbox"/> High Winds/Straight Line Winds |  |



Additional details, a summary for each of the natural hazards listed above, and/or references to hazard specific plans/standard operating guides (SOGs) are located in **Part IV – Hazard Specific Annexes** of this plan.

#### **4.6 Other Hazards**

- Hazardous Materials Incident
- Terrorism
- Civil Unrest

*These other hazards were not included in the Risk Assessment or ranked for the LHMP 2015 update, however, the City recognizes the potential impact and threat from these other hazards.*

#### **4.7 Situation**

- The citizens of the City will be expected to provide for their immediate needs to the extent possible for at least 72 hours following a catastrophic event, or for at least 24 hours following a location-specific event. This may include public as well as private resources in the form of lifeline services.
- A catastrophic earthquake would adversely impact local, County, and state government response capabilities. Consequently, a number of local emergencies may be declared.
- Communications, electrical power, water and natural gas lines, sewer lines and fuel stations will be seriously impaired during the first 24 hours following a major earthquake and may not be fully restored for 30 days or more.
- Transportation corridors may be affected so only equipment, foodstuffs, supplies, and materials on hand will be available for use during the first 72 hours of emergency operations.
- It is possible only emergency response personnel on duty at the time of a significant earthquake will be available during the first 6 hours. Mission capability may be available within 24 hours.
- In event of a catastrophic earthquake, a clear picture regarding the extent of damage, loss of life, and injuries may not be known for at least 36 hours.
- The City's Emergency Operations Center (EOC) capability may be limited for at least 8 hours if communications links to other agencies and City Departments are degraded.

#### **4.8 Planning Assumptions**

Below are assumptions reflecting the situations that must be considered in order to achieve effective emergency management in the City of Upland:

- All incidents are local.



- Emergencies may occur at any time with little or no warning and may exceed capabilities of local, state, federal, tribal governments and the private sector in the affected areas.
- Emergencies may result in casualties, fatalities and displace people from their homes.
- An emergency will require prompt and effective response and recovery operations by City emergency services, disaster relief, volunteer organizations, and the private sector.
- All emergency response staff are trained and experienced in operating under the SEMS/NIMS protocol.
- Environmental, technological, and civil emergencies may be of a magnitude and severity that State and Federal assistance is required.
- An emergency can result in property loss, interruption of essential public services, and damage to basic infrastructure and significant harm to the environment.
- The greater the complexity, impact and geographic scope of an emergency, the more multiagency coordination will be required.
- The City will mobilize to deliver emergency and essential services under all threats and emergencies.
- Individuals, community-based organizations, faith-based organizations, and businesses will offer services and support in time of disaster.
- The City will utilize mutual aid and other forms of assistance when the City exhausts or anticipates exhausting its resources.
- Once local resources have been exhausted, or nearly exhausted, the City will request resources from the San Bernardino County Operational Area Emergency Operations Center, according to the Standardized Emergency Management System (SEMS).
- The City will be responsible for establishing and maintaining contact with the San Bernardino County Operational Area Emergency Operations Center throughout the duration of the emergency in order to assist them in sustaining county-wide situational awareness.
- The emergency management function for the City of Upland is coordinated through San Bernardino County Fire, Office of Emergency Services.
- The City's planning strategies will make every effort to consider the needs of the general population, children of all ages, people with disabilities and others with access and functional needs, immigrants, individuals with limited English proficiency, and other diverse racial and ethnic populations.



**CITY OF UPLAND**  
**Emergency Operations Plan**  
**Part I – Basic Plan**

**Part I - Section 4:**  
***Situation and***  
***Assumptions***

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## **SECTION 5: EMERGENCY MANAGEMENT ORGANIZATION**

### **5.1 Overview**

Local and City agencies and response partners may have various roles and responsibilities throughout an emergency's duration. Therefore, it is particularly important that the local command structure be established to support response and recovery efforts and maintain a significant amount of flexibility to expand and contract as the situation changes.

Typical duties and roles may also vary depending on the severity of impacts, size of the incident(s), and availability of local resources. Thus, it is imperative to develop and maintain depth within the command structure and response community.

The City of Upland conducts all emergency management functions in accordance with the guidelines set by the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). The function of Emergency Management is carried out by the assigned Emergency Services Officer (ESO) in cooperation with the City Manager or his/her designee.

The ESO assists with training and preparing essential response staff and supporting personnel to incorporate SEMS/NIMS concepts in all facets of an emergency. Each City Department is responsible for ensuring that critical staff are identified and trained at a level enabling effective execution of existing response plans, procedures, and policies.

During a City-declared disaster, control is not relinquished to County or State authority but remains at the local level for the duration of the event. Some responsibilities may be shared under mutual consent. Most City Departments have emergency functions in addition to their normal duties. Each department is responsible for developing and maintaining its own emergency management procedures.

### **5.2 Disaster Ordinance – MC- Title 2 Chapter 2.20**

In accordance with *City of Upland Municipal Code, Chapter 2.20 (Certain Sections Amended: April 21, 2003) - Disaster Council Section 2.20.010 - , Purposes:*

- The City provides for the preparation and carrying out of plans for the protection of persons and property within this City in the event of an emergency;
- The direction of the emergency organization; and
- The coordination of the emergency functions of this City with all other public agencies, corporations, organizations and affected private persons.

#### ***5.2.1 Definition of Emergency – 2.20.020***

Per *City of Upland Municipal Code Section 2.20.020 – “Emergency” means:*



- Actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this City;
- Caused by air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions;
- Including terrorist activities or imminent threat of terrorist activities;
- War or imminent threat of war; but other than conditions resulting from a labor controversy or;
- Other conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City, requiring the combined forces of other political subdivisions to combat.

### ***5.2.2 Disaster Council Membership – 2.20.030***

The San Bernardino Disaster Council consists of the following members:

- A. The Mayor or in his absence mayor pro tempore, who shall be chairperson;
- B. The Director of Emergency Services who shall be vice-chairperson;
- C. The assistant Director of Emergency Services;
- D. Such chiefs of emergency services as are provided for in a current emergency plan of this city;
- E. Such representatives of civic, business, labor, veterans, professional, or other organizations having an official responsibility, as may be appointed by the director with the advice and consent of the city council.

### ***5.2.3 Powers and Duties – 2.20.040***

The City of Upland Disaster Council has the duty and is empowered to:

- To review and recommend for adoption by the city council emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements.

## **5.3 Director of Emergency Services**

Per *City of Upland Municipal Code, Section 2.20.050*:

- There is created the office of Director of Emergency Services. The City Manager shall be the Director of Emergency Services.

### ***5.3.1 Powers and Duties – 2.20.060***

The City Manager as Director of Emergency Services is empowered to:



1. Shall request the city council to proclaim the existence, or threatened existence, of a local emergency immediately after it appears that such a local emergency exists or is threatened, if the council is in session. If the council is not in session, the Director of Emergency Services shall immediately cause a request for a special meeting of the city council to be delivered to each councilmember who can be located. Request the Governor to proclaim a state of emergency when, in the opinion of the Mayor, the locally available resources are inadequate to cope with the emergency;
2. The city council shall have the power to declare a local emergency or to request the governor to proclaim a state of extreme emergency when in their opinion, the resources locally available are inadequate to cope with the emergency.
3. In the event that a quorum of the city council cannot meet within one hour after issuance of a request for a special meeting, pending such meeting and subject to city council action, the Director of Emergency Services is empowered to:
  - 3.2 Issue a proclamation of a local emergency. Such proclamation must be ratified by city council at the earliest possible time and if not ratified within seven days, it shall have no further force or effect.
  - 3.3 Request the Governor to proclaim a “state of emergency” following the same guidelines as apply to city council.
4. The Director of Emergency Services is empowered to control and direct the effort of the emergency organization of this city for the accomplishment of the purposes of this chapter.
5. The Director of Emergency Services is empowered to direct cooperation between and coordination of services and staff of the emergency organization of this city, and to resolve questions of authority and responsibility that may arise between them.
6. The Director of Emergency Services is empowered to represent this city in all dealings with public or private agencies on matters pertaining to emergencies as defined herein.
7. In the event of the proclamation of a “local emergency” as herein provided, the proclamation of a “state of emergency” by the governor or the director of the state office of emergency services, or the existence of a “state of war emergency,” the city council or, if it has not yet met, the director is empowered:
  - 7.2 To make and issue rules and regulations on matters reasonably related to the protection of life and property affected by such emergency; provided, however, such rules and regulations are subject to confirmation at the earliest practicable time by the city council;
  - 7.3 To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the city for the fair value thereof and, if required immediately, to commandeer the same for public use;
  - 7.4 To require emergency services of any city officer or employee and, in the event of the proclamation of a “state of emergency” in the county in which this city is located or the existence of a “state of war emergency” to command the aid of as many citizens of this community as he deems necessary in the execution of his



duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by state law for registered disaster service workers;

7.5 To requisition necessary personnel or material of any city department or agency.

8. The Director of Emergency Services shall designate the order of succession to that office, to take effect in the event the director is unavailable to attend meetings and otherwise perform his or her duties during an emergency. Such order of succession shall be approved by the city council.

### **5.4 Assistant Director of Emergency Services**

*Per City of Upland Municipal Code, Section 2.20.060:*

1. The assistant director shall, under the supervision of the director and with the assistance of emergency chiefs, develop emergency plans and manage the emergency programs of the city; and shall have such other powers and duties as may be assigned by the director. (Ord. 1843 § 2, 2009; prior code § 2420.6)

### **5.6 Emergency Organization**

*Per City of Upland Municipal Code, Section 2.20.070 – “Emergency Organization” includes:*

- All officers and employees of this city,
- together with those volunteer forces enrolled to aid them during an emergency,
- and all groups, organizations, and persons who may by agreement or operation of law,
- including persons impressed into service under the provisions of Section 2.20.060, being charged with duties incident to the protection of life and property in this city during such emergency, shall constitute the emergency organization of the city.

### **5.7 Responsibilities of All Departments**

Individual departments are an integral part of the emergency organization. While some departments' staff are first responders, the majority focus on supporting these first responders and/or on the continuity of services they provide to the public. Organizationally, they are a component that provides support and communication for responders. All City departments have the following common responsibilities:

- Support EOC operations to ensure the City is providing for the public safety and protection of the citizens it serves
- Establish, in writing, an ongoing line of succession of authority for each department; this document must be made known to department employees, and a copy must be filed with the City Council and Emergency Management Coordinator
- Develop alert and notification procedures for department personnel
- Develop operating guidelines to implement assigned duties specified by this plan



- Track incident-related costs incurred by the department
- Ensure that vehicles and other equipment are equipped and ready
- Identify critical functions and develop procedures for maintaining and/or reestablishing services provided to the public and other City departments
- Assign personnel to the EOC, as charged by this plan
- Develop and implement procedures for protecting vital records, materials, and facilities
- Promote family preparedness among employees
- Ensure that staff complete any NIMS required training
- Ensure that department plans and SOPs incorporate NIMS components, principles, and policies
- Allow staff time for preparedness training and participation in exercises

In addition to the responsibilities outlined above, each City Department plays its own unique role in the Emergency Management Organization, outlined below by City Department and/or Division.

#### **5.7.1 City Clerk's Office**

The City Clerk's Office consists of: *Administration, Elections, and Records Management.*

##### Emergency Management Organization Role/Responsibilities:

- Keep all books, papers, records and other documents and provide for a secure and safe place for all vital records
- Attend all meetings of the Mayor and City Council; and keep minutes of all Council meetings
- Process ordinances, Local Emergency Proclamations, and Resolutions
- Serve as liaison to the Council, City Attorney, and outside agencies

#### **5.7.2 Development Services Department**

The Development Services Department is comprised of six program areas including: *Administration, Planning, Building and Safety, Housing, Economic Development, and Successor Agency.*

##### Emergency Management Organization Role/Responsibilities:

- Inspect and post as necessary all damaged buildings, both public and private, and determine if they are safe or if they should be evacuated
- Estimate the extent of damage/cost of repair of structures



- Assist in the Preliminary Damage Assessment (PDA) with local, state, and federal organizations to determine losses and recovery needs
- Coordinate damage assessment teams for City facilities, possible shelter sites, and structures throughout the community
- Assist with the review and permit process of the repair or replacement of damaged structures, both public and private

### ***5.7.3 Parks, Recreation, and Community Services***

The Public Works department, Operations Division, provides maintenance for all park grounds and City building facilities, including park recreation buildings and restroom facilities.

#### Emergency Management Organization Role/Responsibilities:

- Take the lead role in coordinating shelter operations for residents and employees requiring shelter during an emergency
- Assist in providing resources to support the event (personnel, equipment, transportation, etc.)
- Provide coordination of child care for employees who have no alternative child care as a result of the emergency
- Provide counseling and other human services to first responders, City employees, and community members
- Assist in donations and volunteer management

### ***5.7.4 Finance***

Finance is responsible for the City's financial planning (budgeting); accounting of the City's resources; fair and accurate reporting of the City's financial position; and management and control of all of the City's financial activities. Additionally, the Finance Department provides data and analysis to assist the City Manager, Mayor, and City Council in formulating policies.

Finance provides the following support services to City departments: accounting, accounts payable, payroll, purchasing, budgeting, and cash management. Finance also provides backup staff support for the elected City Treasurer.

#### Emergency Management Organization Role/Responsibilities:

- Financial support, response, and recovery for the emergency/disaster
- Support the response effort and the acquisition, transportation and mobilization of resources
- Oversee the procurement and allocation of supplies and materials not normally provided through mutual aid channels



- Ensure the payroll, accounts payables, and revenue collection process continues
- Assist in the tracking and distribution of donations
- Assist with managing a message center to direct the public to needed resources

#### ***5.7.5 Human Resources***

The Human Resources Department consists of the *Personnel Services, Workers' Compensation and Risk Management Divisions.*

#### **Emergency Management Organization Role/Responsibilities:**

- Maintain current addresses and telephone numbers of all city employees
- Process claims for injuries to employees and volunteers
- Provide cross-training as needed to fill vacant positions
- Administer acceptance and settlement of general liability claimed losses
- Notify insurance carriers to obtain assistance with policy coverage
- Continue to hire new employees as needed

#### ***5.7.6 Police Department***

The primary endeavor of the Upland Police Department is to provide the most efficient and effective use of available resources, in order to afford its residents, the most desirable of municipal police services.

#### **Emergency Management Organization Role/Responsibilities:**

- Protect lives, property, and the environment
- Coordinate emergency response with all departments and agencies involved with the event
- Activate and support all activities in the Emergency Operations Center (EOC)
- Access and perimeter control
- Evacuation of threatened populations to safe areas
- Dissemination of accurate and timely emergency public information and warning to the public
- Serve as the primary liaison between the City and the County's Office of Emergency Services, providing ongoing information on the City's response
- Identify the need for and request law enforcement mutual aid



### ***5.7.7 Public Works***

The City of Upland Public Works Department has five divisions:

- Administration: Solid Waste
- Engineering: Capital Improvements, Traffic Signal Operations and Maintenance, and Public Works Inspection
- Operations: Park Grounds, Streets, City Trees, City Buildings (grounds, facilities, and custodial), City Street Lights, City Signs (regulatory and advisory), and Fleet and Equipment
- Water: Water Supply and Treatment, Water Distribution, and Sewer (collections and storm drain collections)
- Environmental (regulatory): Sewer Engineering, National Pollutant Discharge Elimination System (NPDES), and Landfill – Post Closure

#### **Emergency Management Organization Role/Responsibilities:**

- Provide assistance with barricades, sandbags, road closures, debris removal, emergency road repair, traffic control, and damage surveys and assessments of roadways and facilities
- Eliminate an immediate threat to lives or public health and safety
- Take protective measures to minimize damage to private and public facilities
- Demolition and removal of public and private buildings and structures that pose an immediate threat to the safety of the general public
- Track and documentation of all emergency activities

### ***5.7.8 Fire***

Fire services are provided by San Bernardino County Fire Protection District. The City of Upland's service area consists of four (4) fire stations.

#### **Emergency Management Organization Role/Responsibilities:**

- Respond to all types of fires, including structure, vegetation, and those involving vehicles or aircraft
- Assist with medical aids from injuries or medical conditions
- Respond to all types of hazardous materials spills, exposures, and releases
- Assist with rescues such as swift water, vehicle collisions, confined spaces, and structural collapses

### ***5.7.9 Information Technology***

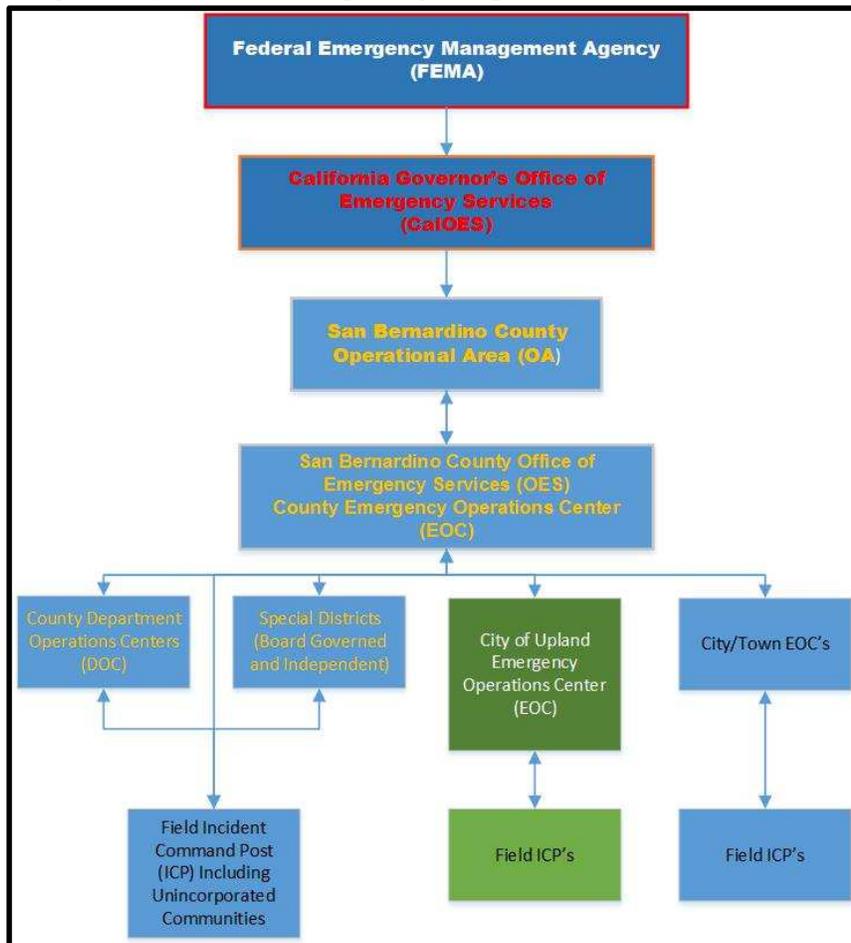
Information Technology (IT) is an internal service department that serves the information technology needs of the City's departments, including the Water Department. IT is responsible for enterprise-wide communication and information technology services.



Emergency Management Organization Role/Responsibilities:

- *Business Systems:* technology services for enterprise/departmental applications, the public and internal websites, and non-public safety City departments
- *Geographic Information Systems (GIS):* technology that combines geographic data and other types of information to generate visual maps, reports, and interactive maps for the City
- *Network Services:* Develops and maintains network infrastructure for the City
- *Client Services:* maintains and repairs all City desktop equipment and software
- *Public Safety Systems:* technology support to Police and Fire Departments including Computer Aided Dispatch (CAD), Records Management Systems (RMS), radios, Mobile Data Computers (MDCs), desktop computers, laptops and other related public safety gear.
- *Telephone Support:* services for telephones and wireless devices to City departments and facilities
- Provide Information Technology support to all city facilities.

**Figure 5.7.10: City of Upland Emergency Organization**





## **5.8 Emergency Management Partners**

In the Nation’s system of emergency management, the local government must act first to address the public’s emergency needs. Depending on the nature and size of the emergency, Federal, state, regional, and Operational Area (OA) assistance may be provided to the local jurisdiction. The focus of local is on the emergency measures that are essential for protecting the public. At the minimum, these measures include warning, emergency public information, evacuation, and shelter.

States, regional, and the OA play three roles: assisting local jurisdictions whose capabilities must be augmented or are overwhelmed by an emergency; responding first to certain emergencies; and working with the Federal Government when Federal assistance is necessary. The state EOP is the framework within which local EOPs are created and through which the Federal Government becomes involved.

As such, the state EOP ensures that all levels of government are able to mobilize in a unified way to safeguard the well-being of their citizens. The state, regional, and OA EOPs should synchronize and integrate with local and regional plans. The information below describes the relationship between the City and these emergency management partners, including volunteer organizations.

### ***5.8.1 Operational Area (OA)***

Section 8605 of the California Emergency Services Act designates each county area as an Operational Area. Each Operational Area (OA) is made up of the county government, local governments, and special districts located within the county. During a State of Emergency, a State of War Emergency, or a Local Emergency the Operational Area is required to coordinate resources, priorities, and information and serve as a coordination/communication link to the State Mutual Aid system.

Per SB 1841 dated December 1, 1996, utilization of the Operational Area during emergencies is now mandatory for local governments wishing to receive financial reimbursement for personnel-related response costs. The San Bernardino County Operational Area Emergency Operations Plan was updated in 2018. The San Bernardino County EOC serves as the OA EOC. It is physically located at 1743 Miro Way, Rialto, California.

### ***5.8.2 State Government***

During a state of war emergency, a state of emergency, or a local emergency, the Cal OES Secretary coordinates the emergency activities of all state agencies in connection with such emergency and has the authority to use any state government resource to fulfill mutual aid requests or to support emergency operations. Cal OES operates the California State Warning Center (CSWC) 24-hours a day to receive and disseminate emergency alerts and warnings.

When needed the State Operations Center (SOC) and Regional Emergency Operations Centers (REOCs) are activated to coordinate emergency management information and



resources. Cal OES also coordinates the delivery of federal grant programs under Presidential declarations of emergency and major disaster.

### ***5.8.3 Federal Government***

The federal government supports emergency management throughout the nation and in California by providing tools, resources, and guidance to support California's emergency management system. When an emergency occurs that exceeds, or is anticipated to exceed resources located within the state, or when federal departments or agencies acting under their own authorities are partners in the unified command for an emergency, the federal government will implement the National Response Framework (NRF) to access federal department and agency capabilities, organize the federal response and ensure coordination with all response partners.

### ***5.8.4 Private Sector***

Private sector organizations play a key role before, during, and after an emergency. First, they must provide for the welfare and protection of their employees in the workplace. In addition, the City must work seamlessly with businesses that provide water, power, communication networks, transportation, medical care, security, and numerous other services upon which both response and recovery are particularly dependent.

### ***5.8.5 Non-Governmental Organizations***

Non-governmental Organizations (NGOs) play extremely important roles before, during, and after an emergency. For the City, NGOs such as the American Red Cross (ARC) provide sheltering, emergency food supplies, counseling services, and other vital services to support response and promote the recovery of disaster victims. NGOs collaborate with responders, governments at all levels, and other agencies and organizations.

### ***5.8.6 Individuals and Households***

Although not formally a part of the City's emergency operations, individuals and households play an important role in the overall emergency management strategy. Community members can contribute by:

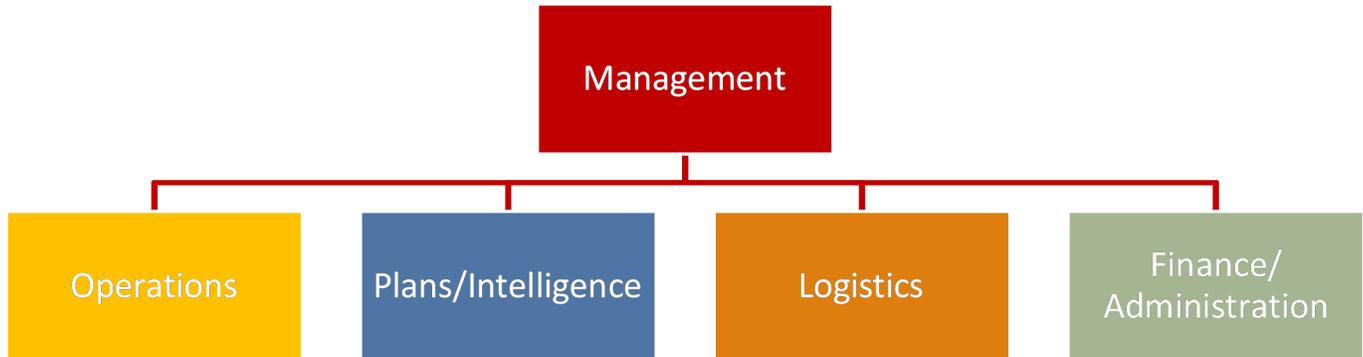
- Reducing hazards in their homes,
- Preparing emergency supply kits and household emergency plans,
- Monitoring emergency communications carefully,
- Volunteering with established organizations, and
- Enrolling in emergency response training courses.



## **5.9 Standardized Emergency Management System**

SEMS requires that every emergency response involving multiple jurisdictions or multiple agencies include the five SEMS functions identified below (**Figure 5.9.1**). These functions must be applied at each level of the SEMS organization.

**Figure 5.9.1: Standard ICS Structure (SEMS) Functions**



### **5.9.2 Command**

Command is responsible for the directing, ordering, and/or controlling of resources at the field response level. A key concept in all emergency planning is to establish command and tactical control at the lowest level that can perform that role effectively in the organization. In the Incident Command System (ICS), the Incident Commander (IC), with appropriate policy direction and authority from the responding agency, sets the objectives to be accomplished and approves the strategy and tactics to be used to meet those objectives.

The IC must respond to higher authority. Depending upon the incident's size and scope, the higher authority could be the next ranking level in the organization up to the agency or department executive. This relationship provides an operational link with policy executives who customarily reside in the Department Operations Center (DOC) or EOC, when activated.

### **5.9.3 Management**

Management is responsible for overall emergency policy and coordination at the SEMS EOC levels. The EOC serves as a central location from which multiple agencies or organizations coordinate information collection and evaluation, priority setting and resource management. Within the EOC, the primary Management functions are:

- Facilitate multiagency coordination and executive decision making in support of the incident response.
- Implement the policies established by the governing bodies.
- Facilitate the activities of the Multiagency Coordination (MAC) Group.



#### ***5.9.4 Operations***

Operations is responsible for coordinating and supporting all jurisdictional operations in support of the response to the emergency through implementation of the organizational level's Action Plans (AP).

- At the Field Level, the Operations Section is responsible for the coordinated tactical response directly applicable to, or in support of the objectives in accordance with the Incident Action Plan (IAP).
- In the EOC, the Operations Section Coordinator manages functional coordinators who share information and decisions about discipline-specific operations.

#### ***5.9.5 Planning/Intelligence***

Planning and Intelligence is responsible for the collection, evaluation and dissemination of operational information related to the incident for the preparation and documentation of the Incident Action Plan (IAP) at the Field Level or the Action Plan (AP) at an EOC.

Planning/Intelligence also maintains information for the EOC. As needed, Unit Coordinators are appointed to collect and analyze data, prepare situation reports, develop action plans, set Geographic Information Systems (GIS) priorities, compile and maintain documentation, conduct advance planning, manage technical specialists and coordinate demobilization.

#### ***5.9.6 Logistics***

Logistics is 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.

#### ***5.9.7 Finance/Administration***

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

### **5.10 National Incident Management System (NIMS)**

The City of Upland conducts all emergency management functions in accordance with the National Incident Management System (NIMS). Homeland Security Presidential Directive 5 (HSPD-5), "Management of Domestic Incidents," directed the Secretary of Homeland Security to develop and administer NIMS. It is a comprehensive, national approach to incident management that is applicable at all jurisdictional levels and across functional disciplines.



NIMS enables jurisdictions to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment. NIMS focuses on five key areas, or components, which are preparedness, communications and information management, resource management, command and management, and ongoing management and maintenance.

These components work together to form a comprehensive incident management system. The City has incorporated NIMS into its emergency plans, policies, and procedures. In an effort to prepare all essential staff and supporting personnel to incorporate NIMS concepts, a training program has been established wherein all City employees are required to complete certain NIMS courses.

### **5.11 Emergency Functions**

The California State Emergency Plan establishes the California Emergency Functions (CA-EFs), which consist of seventeen primary activities deemed essential to addressing the emergency management needs of communities in all phases of emergency management. The California Emergency Functions were designed to bring together discipline-specific stakeholders at all levels of government to collaborate and function within the four phases of emergency management.

The EFs consist of an alliance of agencies, departments and other stakeholders with similar functional responsibilities. This grouping allows each EF to collaboratively mitigate, prepare for, cohesively respond to and effectively recover from an emergency.

**(Figure 5.11.1)** on the next two (2) pages show how the CA-EFs would fit into the City of Upland's SEMS-ICS functions. While each EF is a unique activity, it's assigned to a particular ICS function with a Department serving as the lead agency.

*The City of Upland has not developed specific protocols for each EF. Future EOPs may include an annex of EFs that identify their specific concept of operations and stakeholders.*

**Figure 5.11.1: California Emergency Functions (EF's)**

CA-EF Title		Definition	Lead Agency/ICS Function
1.	Transportation	Assists in the management of transportation systems and infrastructure during domestic threats or in response to incidents; including flood control.	Public Works/ LOGISTICS
2.	Communications	Provides resources, support and restoration of government emergency telecommunications, including voice data, and public safety radio.	Information Technology/ LOGISTICS
3.	Construction & Engineering	Organizes capabilities and resources to facilitate the delivery of services, technical assistance, engineering expertise, construction management and other support.	Public Works – Engineering – Operations and Maintenance – Community Development/ OPERATIONS
4.	Fire & Rescue	Monitors the status of fire mutual aid activities. Coordinates support activities related to the detection and suppression of urban, rural and wildland fires and emergency incident scene rescue activities and provides personnel, equipment and supplies to support local jurisdictions.	San Bernardino County Fire/ OPERATIONS
5.	Management	Coordinates and resolves issues among the CA-EFs in the four phases of emergency management to ensure consistency in the development and maintenance of the EOP annexes. During emergencies, serves in an advisory capacity to the EOC Director.	City of Upland Police/ MANAGEMENT
6.	Care & Shelter	Coordinates actions to assist responsible jurisdictions to meet the needs of victims displaced during an incident including food assistance, clothing, non-medical care and sheltering, family reunification and victim recovery.	Community Services/ OPERATIONS
7.	Resources	Coordinates plans and activities to locate, procure and pre-position resources to support emergency operations.	Community Services/ LOGISTICS
8.	Public Health & Medical	Coordinates Public Health and Medical activities and services in support of the jurisdictions' resource needs for preparedness, response, and recovery from emergencies and disasters.	County Public Health – Community Services/ OPERATIONS

9.	Search and Rescue	Supports and coordinates response of personnel and equipment to search for and rescue missing or trapped persons that may involve criminal acts and water rescues.	San Bernardino County Fire / OPERATIONS
10.	Hazardous Materials	Coordinates resources and supports the responsible agencies to prepare for, prevent, minimize, assess, mitigate, respond to and recover from a threat to the public or environment by actual or potential hazardous materials releases.	San Bernardino County Fire/ OPERATIONS
11.	Food & Agriculture	Coordinates activities during emergencies impacting the agriculture and food production industries, specifically farms and ranches; supports the recovery of impacted industries and resources after incidents.	San Bernardino County Agriculture Weights & Measures/ COUNTY EOC
12.	Utilities	Provides resources and support to responsible jurisdictions and in partnership with private sector to restore gas, electric, water, wastewater and telecommunications.	Public Works – Engineering – Water and Sewer / OPERATIONS
13.	Law Enforcement	Coordinates law enforcement personnel and equipment to support responsible law enforcement agencies, coroner activities and public safety in accordance with Law Enforcement and Coroner’s Mutual Aid Plans.	City of Upland Police/ OPERATIONS
14.	Long-Term Recovery	Supports and enables economic recovery from the long-term consequences of extraordinary emergencies and disasters.	Finance/ FINANCE & ADMINISTRATION
15.	Public Information	Supports the dissemination of accurate, coordinated, timely and accessible information to affected audiences, including governments, media, the private sector, and the local populace, including people with access and functional needs.	Administration/ MANAGEMENT
16.	Evacuation	Supports the safe evacuation of persons, domestic animals and livestock from hazardous areas.	City of Upland Police/ OPERATIONS
17.	Volunteer & Donations Management	Supports responsible jurisdictions in ensuring the most efficient and effective use of affiliated and unaffiliated volunteers and organizations and monetary and in-kind donated resources to support incidents requiring a state response.	Community Services – Faith Based Partners/ OPERATIONS

**Matrix 5.11.2: California Emergency Functions/City Functions**

California Emergency Functions		Administration	Mayor/City Council	City Clerk	San Bernardino County Fire	City of Upland Police	Development Services	Community Services	Finance	Human Resources	Public Works – Eng./Ops./Utilities	Faith Based Partners	County Public Health Department
1.	Transportation					S		P					
2.	Communications									P			
3.	Construction & Engineering						S				P		
4.	Fire & Rescue				P								
5.	Management	P	S			S							
6.	Care & Shelter							P				S	
7.	Resources							P	S				
8.	Public Health & Medical							S					P
9.	Search & Rescue				P	S							
10.	Hazardous Materials				P								
11.	Food & Agriculture												
12.	Utilities										P		
13.	Law Enforcement					P							
14.	Long Term Recovery	S							P				
15.	Public Information	P	S	S		S							
16.	Evacuation				S	P							
17.	Volunteers & Donations Management							P				S	

P = Primary S = Support



## **5.12 Emergency Function Annex Development**

Development of Emergency Function Annexes requires a coordinated approach between all stakeholders. A Lead Agency and supporting stakeholders will come together as a working group to develop and maintain Emergency Function Annexes as part of the City’s Emergency Operations Plan. Emergency Function working groups will be responsible for identifying capabilities and resources to create and maintain a resource directory.

Once each EF annex has been developed, stakeholders should train on and exercise the plans and procedures described in the annex. **(Matrix 5.11.2)** on the previous page identifies the Lead Agency and supporting stakeholders for each Emergency Function.

## **5.13 Emergency Functions During EOC Activation**

Utilizing EFs during EOC activation provides the greatest possible access to stakeholder resources and capabilities regardless of which organization has those resources. While the Lead Agency is responsible for coordinating the activities of the EF working group during the mitigation and preparedness phases, this responsibility will be shifted to the appropriate SEMS function during the response and recovery phases.

The positions, branches, and units identified in **(Figure 5.13.1)** will be responsible for activating EF annexes as they are needed. Although not solely responsible for carrying out the activities in each EF annex, they are the coordinating entity among all stakeholders that are members of the EF working group.

**Figure 5.13.1: Emergency Functions/EOC Positions**

<b>Emergency Function</b>		<b>EOC Position, Branch, or Unit (SEMS)</b>
1	Transportation	Public Works Branch (Operations)
2	Communications	Information Systems Branch (Logistics)
3	Construction & Engineering	Public Works Branch (Operations)
4	Firefighting	Fire Branch (Operations)
5	Emergency Management	EOC Coordinator (Management)
6	Care & Shelter	Care and Shelter Branch (Operations)
7	Resources	Procurement Unit (Logistics)
8	Public Health & Medical	Medical/Health Branch (Operations)
9	Search and Rescue	Fire Branch and Law Branch (Operations)
10	Hazardous Materials	Fire Branch (Operations)
11	Food and Agriculture	San Bernardino County Operational Area EOC
12	Utilities	Public Works Branch (Operations)
13	Law Enforcement	Law Branch (Operations)
14	Long –Term Recovery	Recovery Planning Unit (Planning/Intelligence)
15	Public Information	Public Information Officer (Management)
16	Evacuation	Law Branch (Operations)
17	Volunteer & Donations Management	Personnel Unit & Procurement Unit (Logistics)



## **SECTION 6: CONCEPT OF OPERATIONS**

### **6.1 Overview**

Emergency operations focus on saving and protecting human lives, while managing and using all available resources at the local level for effectively responding to all types of emergencies. This plan adheres to the emergency management principle of all-hazards planning, recognizing that most responsibilities and functions performed during an emergency are not hazard-specific. Primary roles involved during the initial emergency response will focus on first responders, such as police departments and fire agencies, sometimes also involves hospitals, local health departments, and regional fire and HazMat teams.

Typically, as the emergency situation evolves and the immediate response subsides, a transition period will occur during which emergency responders will hand responsibility for active coordination of the response to agencies or organizations involved with recovery operations. This EOP should be used when the City of Upland or local emergency response agencies are reaching or have exceeded their abilities to respond to an emergency incident and not in response to day-to-day operations. Responsibilities include; management and coordination of large-scale events, Identifying and obtaining additional assistance and resources for emergency response agencies from the County, State, and/or Federal government.

### **6.2 Five Mission Areas of Emergency Management**

The National Preparedness Goal emphasizes capabilities and priorities for emergency management based on the following five (5) mission areas:

**Prevention:** Preventing, avoiding, or stopping a threatened or an actual act of terrorism

**Protection:** Protecting our citizens, residents, visitors, assets, systems, and networks against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive

**Mitigation:** Mitigating the loss of life and property by lessening the impact of future disasters

**Response:** Responding quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of an incident

**Recovery:** Recovering through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and the economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by an incident.





### **6.3 Situational Awareness**

Lastly, this plan is implemented within the context of a continuous stream of incidents, events, and occurrences, any of which may develop into an emergency. Constant situational awareness is essential to maintaining a forward-leaning posture that facilitates rapid response. Situational awareness refers to the ongoing process of collecting, analyzing, and disseminating intelligence, information, and knowledge to allow organizations and individuals to anticipate requirements and to react quickly and effectively.

Situational awareness comprises an interactive process of sharing and evaluating information from multiple sources, integrating communications and reporting activities, and forecasting or predicting incidents to detect and monitor threats and hazards. These activities are the basis for advice, alert and warning, intelligence and information-sharing, technical assistance, consultations, notifications, and informed decision making at all interagency and intergovernmental levels, as well as on the part of the private sector and the public.

When a situation develops into a major emergency, centralized emergency management is necessary and in most cases, occurs within an Emergency Operations Center (EOC). This plan and the EOC are therefore very closely related. This EOP is activated in conjunction with EOC activations.

### **6.4 Emergency Proclamations/Declarations**

As necessary, the Emergency Operations Center (EOC) may be activated and EOC staff will convene to evaluate the situation and make recommendations for a possible Local Declaration. Emergency proclamations expand the emergency powers and authorities of the State of California and its political subdivisions. They also provide a mechanism for unaffected jurisdictions to provide resources and assistance to the affected jurisdictions. The following are the four types of emergency declarations possible.

#### ***6.4.1 Local Emergency Proclamation***

**A Local Emergency is defined as:**

*“[T]he duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat . . .” (California Government Code (Govt. Code) section 8558 (c)).*



**Issued by:** *(Govt. Code section 8630(a))*

- Governing body of a city, county, or city and county, or
- An official designated by an ordinance adopted by that governing body (e.g., police/fire chief, Director of Emergency Services).
- **The authority to proclaim a Local Emergency in the City of Upland is vested in the Mayor and City Council, or in their absence, the Director of Emergency Services, or designated alternate.**

**Purpose:** *(Govt. Code sections 8625 and 8634)*

- Authorizes the promulgation of orders and regulations necessary to protect life and property (e.g., special purchasing or emergency contracting).
- Describes the circumstances that exist that may support the need for issuance of a State of Emergency Proclamation and/or Executive Order.
- Supports request for a Director's Concurrence, Governor's Proclamation of a State of Emergency, Executive Order, California Disaster Assistance Act (CDAA) funding, and/or a Presidential Declaration of an Emergency or Major Disaster.
- ***(See Figure 6.4.2: Sample Proclamation)***

**Deadlines:**

- ***Issuance:*** Within 10 days after the actual occurrence of a disaster if assistance will be requested through CDAA *(Govt. Code section 8685.2)*.
- ***Ratification:*** If issued by official designated by ordinance, must be ratified by governing body within 7 days *(Govt. Code section 8630(b))*.
- ***Renewal:*** Reviewed at least once every 30 days by the governing body until terminated *(Govt. Code section 8630(c))*.
- ***Termination:*** At the earliest possible date that conditions warrant *(Govt. Code section 8630(d))* or at the same time as the State terminates their proclamation.

**Notification Process:** *(consistent with SEMS (Govt. Code section 8607))*

- Local governments should notify the Operational Area (OA) and provide a copy of the local emergency proclamation as soon as possible.
- OA shall notify Cal OES and provide a copy of the proclamation as soon as possible.
- Cal OES Region will ensure notification to the Cal OES Director and Deputy Directors, and shall be the primary contact between the Cal OES Director, OA, and the local jurisdiction for updates on any requests for assistance.
- Cal OES Director will respond in writing to the local government concerning the status of any requests for assistance included within the local proclamation or accompanying letter.



**Figure 6.4.2: Sample Proclamation**

**WHEREAS, Ordinance** No. \_\_\_\_\_ of the City/County of \_\_\_\_\_ empowers the Director of Emergency Services\* to proclaim the existence or threatened existence of a local emergency when said City/County is affected or likely to be affected by a public calamity and the City Council/County Board of Supervisors is not in session, and;

**WHEREAS,** the Director of Emergency Services\* of the City/County of \_\_\_\_\_ does hereby find; that conditions of extreme peril to the safety of persons and property have arisen within said city/county, caused by \_\_\_\_\_ (fire, flood, storm, mudslides, torrential rain, wind, earthquake, drought, or other causes); which began on the \_\_\_\_\_th day of \_\_\_\_\_, 20\_\_\_\_. and;

That these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of said City/County, and;

That the City Council/County Board of Supervisors of the City/County of \_\_\_\_\_ is not in session and cannot immediately be called into session;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists throughout said City/County, and;

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this City/County shall be those prescribed by state law, by ordinances, and resolutions of this City/County; and that this emergency proclamation shall expire 7 days after issuance unless confirmed and ratified by the governing body of the City/County of \_\_\_\_\_.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Director of Emergency Services\*

Print Name \_\_\_\_\_

Address \_\_\_\_\_

***\*Insert appropriate title and governing body***

A local emergency proclamation and/or Governor’s proclamation is not a prerequisite for mutual aid assistance, Red Cross assistance, the federal Fire Management Assistance Grant Program (FMAG), or disaster loan programs designated by the U.S. Small Business Administration or the U.S. Department of Agriculture.

A proclamation of Local Emergency provides the governing body the authority to:

- Provide mutual aid consistent with the provisions of local ordinances, resolutions, emergency plans, and agreements.
- Receive mutual aid from State agencies.
- Seek recovery of the cost of extraordinary services incurred in executing mutual aid agreements.



- Promulgate orders and regulations necessary to provide for protection of life and property.
- Promulgate orders and regulations imposing curfew.
- Require the emergency services of any local official or employee.
- Requisition necessary personnel and material of any department or agency and obtain vital supplies and equipment.
- Empowered to ask the governor to declare a State of Emergency.
- Allows local government to conduct emergency operations without facing liability for performing or failing to perform discretionary duties.
- Additionally, certain immunities from liability are provided for in the Act.

### ***6.4.3 State of Emergency***

A State of Emergency can be declared by the Governor when conditions warrant, and the proclamation is requested by the Mayor or Chief Executive of a City, or the Chairman of the Board of Supervisors or County Administrative Officer. Alternately, the Governor may proclaim a State of Emergency in the absence of a request, if it is determined that: (1) conditions warrant a proclamation and (2) local authority is inadequate to cope with the emergency.

The proclamation must be in writing, be well publicized, and filed with Secretary of State as soon as possible following issuance. The proclamation is effective upon issuance. A State of Emergency must be terminated as soon as conditions warrant.

During a State of Emergency, the following will apply:

- Mutual aid shall be rendered as needed.
- The Governor shall have the right to exercise all police powers vested in the State by the Constitution and the laws of the State of California within the designated area.
- The Governor may suspend orders, rules, or regulations of any state agency and any regulatory statute or statute prescribing the procedure for conducting state business.
- The Governor may commandeer or make use of any private property or personnel (other than media) in carrying out the responsibilities of his office.
- The Governor may promulgate issue and enforce orders and regulations deemed necessary.

Provided that the State of Emergency proclaimed by the Governor does not cause a Presidential Declaration of a State of Emergency or State of War, a local OA has other options for short-term recovery and include such programs as:



- The California Natural Disaster Assistance Act, and
- The Corps of Engineers Emergency Authorities, including those for flood fighting, authorized under the provisions of Public Law 84-99, Flood and Coastal Storm Emergencies (33 U.S.C. 701n) (69 Stat. 186) as amended.

The Natural Disaster Assistance Act is the Act linked to SEMS, which authorizes reimbursement of personnel-related disaster expenses. It does not supplant federal assistance otherwise available in the absence of state financial relief.

#### ***6.4.4 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.

#### ***6.4.5 Presidential Declaration***

If an emergency is beyond the ability of local and state government to manage effectively, the Governor will request federal assistance. The Federal Emergency Management Agency (FEMA) evaluates the request and recommends an action to the White House based on the disaster, the local community, and the state's ability to recover.

The President approves the request for federal disaster funding or FEMA informs the governor it has been denied. This decision process could take a few hours or several weeks depending on the nature of the disaster. Following a Presidential Declaration, federal assistance is available to supplement the efforts and resources of state and local governments to alleviate public and private sector damage and loss.

### **6.5 Levels of Disaster Assistance**

#### ***6.5.1 Director's Concurrence***

**Purpose:** CDAA authorizes the Cal OES Director, at his or her discretion, to provide financial assistance to repair and restore damaged public facilities and infrastructure.

**Deadline:** Cal OES must receive a request from local government within 10 days after the actual occurrence of a disaster (*Govt. Code section 8685.2*).

**Supporting Information:** Local Emergency Proclamation, Initial Damage Estimate (IDE) prepared in "Cal EOC," and a request from the City Mayor or Administrative Officer, or County

#### ***6.5.2 Governor's Proclamation of State of Emergency***

**Purpose:** Provides the Governor with powers authorized by the Emergency Services Act; may authorize the Cal OES Director to provide financial relief under the California Disaster



Assistance Act for emergency actions, restoration of public facilities and infrastructure, and hazard mitigation; prerequisite when requesting federal declaration of a major disaster or emergency.

**Deadline:** Cal OES must receive a request from local government within 10 days after the actual occurrence of a disaster (*Govt. Code section 8685.2*).

**Supporting Information:** Local Emergency Proclamation, IDE prepared in “CalEOC,” and a request from the City Mayor or Administrative Officer, or County Board of Supervisors.

### ***6.5.3 Presidential Declaration of an Emergency***

**Purpose:** Supports response activities of the federal, state and local government; authorizes federal agencies to provide “essential” assistance including debris removal, temporary housing and the distribution of medicine, food, and other consumable supplies.

**Deadline:** Governor must request on behalf of local government within 5 days after the need for federal emergency assistance becomes apparent, but no longer than 30 days after the occurrence of the incident (*Title 44 of the Code of Federal Regulations (44 CFR) section 206.35(a)*).

**Supporting Information:** All of the supporting information required above and a Governor’s Proclamation, certification by the Governor that the effective response is beyond the capability of the state, confirmation that the Governor has executed the state’s emergency plan, information describing the state and local efforts, and identification of the specific type and extent of federal emergency assistance.

### ***6.5.4 Presidential Declaration of a Major Disaster***

**Purpose:** Supports response and recovery activities of the federal, state, and local government and disaster relief organizations; authorizes implementation of some or all federal recovery programs including public assistance, individual assistance and hazard mitigation.

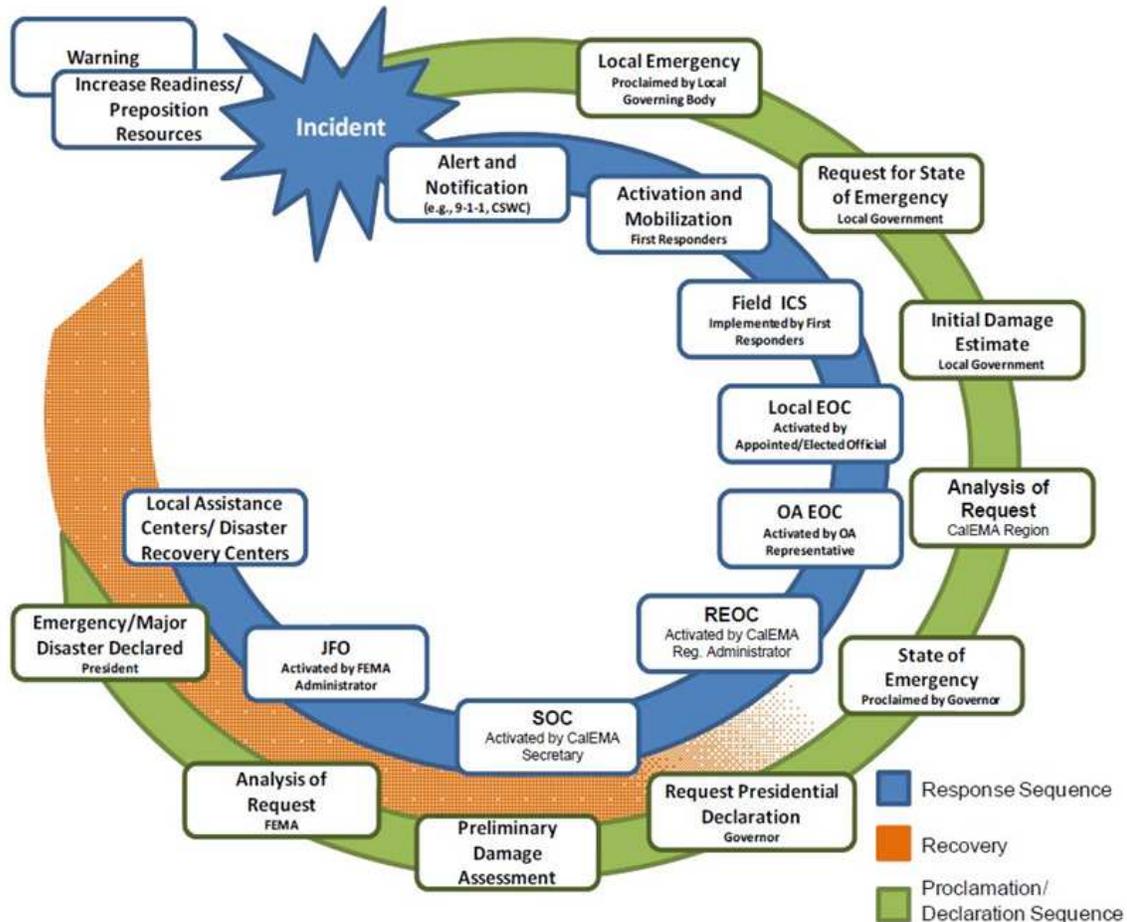
**Deadline:** Governor must request federal declaration of a major disaster within 30 days of the occurrence of the incident (*44 CFR section 206.36(a)*).

**Supporting Information:** All of the supporting information required above, as well as a Governor’s Proclamation; certification by the Governor that the effective response is beyond the capability of the state; confirmation that the Governor has executed the state’s emergency plan, and identification of the specific type and extent of federal aid required.

The diagram that follows (***Figure 6.5.5***) depicts the sequence of events in the proclamation and declaration process.



**Figure 6.5.5: Proclamation/Declaration Sequence**



## **6.6 Notification and Mobilization**

As a part of the City of Upland’s Disaster Service Worker program (*Resolution No. 82-258*), all employees are assigned to one of four categories. The categories are:

- **Responder:** Employees with direct life-saving or life-sustaining responsibilities
- **EOC:** Employees whose primary responsibility following a disaster will be to report to the Emergency Operations Center
- **COOP – Continuity of Operations:** Employees whose primary function has been designated as an essential service of the City. In spite of the emergency, these services need to continue in order for the City to maintain its continuity of operations.
- **Support:** Employees who are available for special assignments, different from their normal primary functions. These employees may serve in a variety of capacities in the City’s response to the disaster.



It is important that all employees regardless of rank or position within the organization are aware of their assignment. While the emergency may dictate changes to these assignments for some individuals, the categories serve as a reliable starting point for all employees. All employees are to report to an Employee Check-In area upon their arrival to the City. There they will be given more specific instructions and their particular assignment.

### **6.6.1 Alerting/Notification/Warning System**

Alerting, notification and warning within the City is the responsibility of the San Bernardino County Fire, office of Emergency Services in cooperation with the Upland Police Department. The City of Upland has no NAWAS, CFIRS, CLEMABE statewide or other network that will provide emergency federal or state information. All of the networks are located at the San Bernardino County Communication Center.

Upon receipt of a warning message or need for employee callouts:

- The primary warning system for the City of Upland will be the San Bernardino County Telephone Emergency Notification System (TENS).
- The on-scene Incident Commander or the Police Department Watch Commander if no EOC has been established, may request a TENS alert be issued.
- The City's Emergency Services Officer will notify the Director of Emergency Services or Assistant Director of Emergency Services of the TENS notification of the City's population via telephone, radio or other methods.
- An alternate notification system may include emergency vehicle sirens and loudspeakers. Vehicles may be - dispatched to specific locations and assignments as directed by the on-scene Incident Commander or by the Police Department Watch Commander if no EOC has been established.
- Confidential Rosters for alerting and recalling key City employees are managed by the Assistant Director of Emergency services and are kept by the Emergency Services Officer and in the Police Dispatch Center. Department heads are responsible for ensuring current rosters are maintained within their departments for alerting and/or recalling all their personnel.

### **6.7 SEMS Coordination Levels**

The Standard Emergency Management System (SEMS) is the system required by the *California Government Code Section 8607(a)* for managing response to multi-agency and multi-jurisdiction emergencies in California.

SEMS incorporates the use of the Incident Command System (ICS), the Master Mutual Aid Agreement and existing mutual aid systems, the Operational Area concept, and multi-agency or inter-agency coordination. SEMS is an integrated management system, with five coordination levels:



1. **Field Level:** 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.
2. **Local Government Level:** includes Cities/Towns, Counties and Special Districts. Local governments manage and coordinate the overall emergency response and recovery activities within their jurisdiction. Local governments are required to use SEMS when their Emergency Operations Center (EOC) is activated or a local emergency is declared or proclaimed in order to be eligible for state reimbursement of response-related costs.
3. **Operational Area (OA) Level:** the intermediate level of the state's emergency management organization which encompasses a County's boundaries and all political subdivisions located within that County, including Special Districts. The OA facilitates and/or coordinates information, resources and decisions regarding priorities among local governments within the OA.

The OA serves as the coordination and communication link between the Local Government Level and Regional Level. State, federal and tribal jurisdictions in the OA may have statutory authorities for response similar to that at the local level.

4. **Regional Level:** manages and coordinates information and resources among OAs within the mutual aid region and also between the OA and the state level. The Regional Level also coordinates overall state agency support for emergency response activities within the region.

California is divided into three California Governor's Office of Emergency Services (Cal OES) Administrative Regions – Inland, Coastal and Southern – which are further divided into six mutual aid regions. The Regional Level operates out of the Regional Emergency Operations Center (REOC).

5. **State Level:** prioritizes tasks and coordinates state resources in response to the requests from the Regional level and coordinates mutual aid among the mutual aid regions and between the Regional Level and State Level. The state level also serves as the coordination and communication link between the state and the federal emergency response system.

The state level requests assistance from other state governments through the Emergency Management Assistance Compact (EMAC) and similar interstate compacts/agreements and coordinates with the Federal Emergency Management Agency (FEMA) when federal assistance is requested. The state level operates out of the State Operations Center (SOC).

### ***6.7.1 Multi-Agency or Inter-Agency Coordination***

Multi-agency or inter-agency coordination is important for:

- Establishing priorities for response
- Allocating critical resources
- Developing strategies for handling multi-agency response problems



- Sharing information
- Facilitating communications

### ***6.7.2 Coordination with Field Response***

Communication and coordination among SEMS levels is clearly necessary for effective emergency response. In a major emergency, the City of Upland's EOC may be activated to coordinate overall response. Incident Commanders (ICs), in the field, may communicate directly with the EOC, or in some cases, may communicate instead with a Department Operations Center (DOC). The DOC would then be in direct communication with the EOC.

### ***6.7.3 Coordination with The County Operational Area (OA)***

Coordination and communication should be established early and often between the activated local government's EOC and the Operational Area (OA). The San Bernardino County Office of Emergency Services is managed by the San Bernardino County Fire Department.

### ***6.7.4 Coordination with Other Districts***

Other districts often have unique resources, capabilities, and vulnerabilities. Coordination and communications with the EOC should be established among special districts who are involved in emergency response. This may be accomplished in the field at the IC level, or within the EOC, or both. If the special district has their own DOC, communication with the City's EOC will need to be coordinated in order for all agencies to effectively respond.

### ***6.7.5 Coordination with Private and Non-Profit Agencies***

City EOCs will generally be a focal point for coordination of response activities with many non-governmental agencies. During an emergency, the City of Upland will establish communication with private and volunteer agencies that provide services in the City.

Whenever possible, those agencies that are participating in the response should have a representative in the EOC. Those agencies with a County-wide response (i.e., American Red Cross) should be represented at the Operational Area EOC. If agencies are unable to report to an EOC, alternate means of communication will be established.

## **6.8 Incident Command System (ICS)**

The Incident Command System (ICS) is a nationally recognized on-scene emergency management system specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries.

ICS uses a common organizational structure to effectively accomplish management of the incident by objectives. The five functions of the ICS organization are *Command/Management, Operations, Planning/ Intelligence, Logistics, and Finance/Administration*.



### ***6.8.1 Command***

Responsible for directing, ordering, and/or controlling resources by virtue of explicit legal, agency, or delegated authority. It includes the incident commander (IC) who is responsible for the overall management of the incident. The command function also includes the Information Officer, Liaison Officer, and Safety Officer.

### ***6.8.2 Operations***

Responsible for the coordinated tactical response of all field operations directly applicable to or in support of the mission(s) in accordance with the Incident Action Plan (IAP). Operations develop the operations portion of the IAP, requests resources to support tactical operations, maintain close communication with the Incident Commander, and ensure safer tactical operations. The operations function includes branches, divisions, groups, and air operations personnel.

### ***6.8.3 Planning/Intelligence***

Responsible for the collection, evaluation, documentation, and use of information about the development of the incident. The planning function includes the resource unit, situation unit, documentation unit, and demobilization unit.

### ***6.8.4 Logistics***

Responsible for providing facilities, services, personnel, equipment, and tracking the status of resources and materials in support of the incident. The logistics function includes the supply unit, facilities unit, ground support unit, communications unit, food unit, and medical unit.

### ***6.8.5 Finance/Administration***

Responsible for all financial and cost analysis aspects of the incident, and/or any administrative aspects not handled by the other functions. The finance function includes the time unit, procurement unit, compensation/claims unit, and the cost unit.

### ***6.8.6 Principles of ICS***

The system's organizational structure adapts to any emergency or incident to which emergency response agencies would expect to respond. Components of ICS are:

- Common terminology
- Modular organization
- Unified command structure
- Consolidated action plans
- Manageable span-of-control
- Pre-designed incident facilities



- Comprehensive resource management
- Integrated communications

Common titles for organizational functions, resources, and facilities within ICS are utilized. The organizational structure is developed based upon the type and size of an incident. Staff builds from the top down as the incident grows, with responsibility and performance placed initially with the Incident Commander (IC). Then, as the incident grows, each function may be established as a section with several units under each section.

### ***6.8.7 Unified Command***

Unified Command (UC) structure is a unified team effort that allows all agencies with responsibility for the incident to manage an incident by establishing a common set of incident objectives and strategies. UC allows the IC position to be shared among several agencies and organizations that maintain jurisdiction. UC members retain their original authority but work to resolve issues in a cooperative fashion to enable a more efficient response and recovery.

In some incidents, several organizations may share response authority. ICS has the advantage of combining different local, County, regional, State, and Federal agencies into the same organizational system, maximizing coordination of response activities and avoiding duplication of efforts.

In a large incident involving multiple jurisdictions and/or regional, State, and Federal response partners, a UC may replace a single organization IC. Each of the four primary ICS sections may be further subdivided, as needed. In smaller situations, where additional persons are not required, the IC will directly manage all aspects of the incident organization.

### ***6.8.9 Action Planning Process***

Action plans are an essential part of SEMS at all levels of government. Action planning is an effective management tool involving:

- Evaluating the situation
- Developing incident objectives
- Selecting a strategy
- Deciding which resources should be used to achieve the objectives in the safest, most efficient and cost-effective manner
- A process to identify objectives, priorities, and assignments related to emergency response or recovery actions
- Plans that document the priorities, objectives, tasks, and personnel assignments associated with meeting the objectives



There are two kinds of action plans—*Incident Action Plans (IAPs)* and *EOC Action Plans (EAPs)*. EOC Action Plans should focus on jurisdictional related issues. The format and content for action plans at the Incident (Field) level and at EOC levels will vary.

### ***Incident Action Plan (IAP) – Field Level***

At the field level, action plans developed for use at incidents are called Incident Action Plans (IAPs). IAPs are required for each operational period; the length of time scheduled for the execution of a given set of operational actions as specified in the IAP. An IAP can either be verbal or written. Written Incident Action Plans are recommended for:

- Any multi-agency and multi-jurisdictional incident
- Complex incidents
- Long-term incidents when operational periods would span across shift changes

The ICS forms listed below can be used to record information for written IAPs. These forms should be used whenever possible. The format for an IAP will generally include, but is not limited to the following elements/forms:

- **ICS 200-Incident Action Plan Cover Page:** Indicates the incident name, plan operational period, date prepared, approvals, and attachments.
- **ICS 201-Incident Briefing (Initial response only):** Provides the Incident Command/Unified Command and General Staffs with basic information regarding the incident situation and the resources allocated to the incident. This form also serves as a permanent record of the initial response to the incident.
- **ICS 202-Incident Objectives:** Describes the basic strategy and objectives for use during each operational period.
- **ICS 203-Organization Assignment List:** Provides information on the response organization and personnel staffing.
- **ICS 205-Incident Communications Plan:** Provides, in one location, information on the assignments for all communications equipment for each operational period. The plan is a summary of information.
- **ICS 209-Incident Status Summary:** Summarizes incident information for staff members and external parties, and provides information to the Public Information Officer for preparation of media releases.
- **ICS 211-Check-In/Out List:** Used to check in personnel and equipment arriving at or departing from the incident. Check-in/out consists of reporting specific information that is recorded on the form.
- **ICS 213-General Message: Used by:**
  - Incident dispatchers to record incoming messages that cannot be orally transmitted to the intended recipients



- EOC and other incident personnel to transmit messages via radio or telephone to the addressee
- Incident personnel to send any message or notification that requires hard-copy delivery to other incident personnel
- **ICS 214-Unit Log:** Provides a record of unit activities. Unit Logs can provide a basic reference from which to extract information for inclusion in any after-action report.
- **ICS 215-Operational Planning Worksheet:** Documents decisions made concerning resource needs for the next operational period. The Planning Section uses this Worksheet to complete Assignment Lists, and the Logistics Section uses it for ordering resources for the incident.

### ***EOC Action Plan (EAP)***

If the organization is going to move forward in a unified manner, there must be clear understanding of the objectives, the time frame used (operational period), and the way individual unit efforts are part of the overall organizational efforts.

The action planning process is a key element to identify the organization objectives/priorities and to ensure that the entire organization will be focused and acting as a unified coordinated body.

### **Purpose of the EOC Action Plan (EAP):**

- Streamlines establishment of objectives/priorities for each of the SEMS functions.
- Ensures functions communicate with and support each other.
- Establishes operational period.
- Objectives are communicated through assignments, procedures and protocols.
- Objectives help define strategic objectives.
- Operational objectives are those action steps that each function will focus on, for a particular operational period to support the next SEMS level below that EOC.
- Objectives are written and communicated between functions.

### **Responsibilities for Action Planning:**

- The *EOC Director* is responsible for the overall accomplishment of the Action Plan.
- He/She is responsible for ensuring the Plan is consistent with agency policy and direction and supports the EOC's overall priorities set shortly after activation.
- The *Planning/Intelligence Section* is responsible for facilitating the Action Planning process. The *P/I Chief* facilitates the Action Planning meeting.
- *Situation Analysis Unit Coordinator* gathers objectives from each of the functions and puts them together in one action plan.



**The Process – Initial Planning Meeting:**

- Conduct an initial planning meeting at Activation.
- Collect and review information known about incident – details, stats.
- Establish overall EOC priorities based on information known about incident.
- No more than 10 minutes for this meeting.
- Priorities used as basis for Section development of Section specific objectives.
- Meeting kept short because only big picture details will be known about the incident at this point.
- Initial meeting outcomes:
  - EOC Mission Identified – Initial Priorities
  - Staff know focus
  - First formal Action Planning Meeting scheduled

**The Process – Preparing for the Action Planning Meeting:**

- Who attends the meeting? Section Chiefs
- Who facilitates? Planning/Intel Chief
- Duration of meeting - 30 minutes max
- Purpose of meeting:
  - Review overall EOC mission
  - Review objectives written by each Function (Mgmt., Ops, P/I, Logistics, Fin/Admin)
  - Update progress of Function objectives
  - Action Planning meetings occur at the least, prior to the end of a shift; otherwise as situation of field activity warrants or new needs emerge

**The Process – Conducting the Meeting:**

- The Planning/Intelligence Chief, as facilitator of the AP meeting:
  - Reviews the purpose
  - Reviews ground rules
  - Highlight Situation Status Report
  - Presents overall EOC priorities
- Section Chiefs then present their objectives and/or resource needs in the following order; Management, Operations, Plans/Intel, Logistics, and Finance/Administration
- Following each Section's report on their specific objectives, the facilitator ensures all objectives are understood, announces the time of the next meeting, and adjourns the meeting.



The primary focus of the EOC Action Plan should be on jurisdictional issues. The plan sets overall objectives for the jurisdiction and may establish the priorities as determined by the jurisdictional authority. It can also include mission assignments to departments; provide policy and cost constraints, inter-agency considerations, etc.

Properly prepared, the EOC Action Plan becomes an essential input to developing departmental action plans. **(Figure 6.8.10)** illustrates the EOC Action Planning process that can be utilized for every operational period.

**Figure 6.8.10: EOC Operational Period Planning Cycle – “Planning P”**





**CITY OF UPLAND**  
**Emergency Operations Plan**  
**Part I – Basic Plan**

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## **SECTION 7: EMERGENCY OPERATIONS CENTER (EOC)**

### **7.1 Overview**

The City of Upland's Emergency Operations Center (EOC) is a centralized location for decision making regarding the jurisdiction's emergency response. The EOC is where the emergency response actions can be managed and resource allocations and responses can be traced and coordinated with the field, Operational Area (OA), and State. The City's assigned Emergency Services officer (ESO) is responsible for the operational readiness of the EOC.

When an emergency or disaster occurs, or has the potential to occur, the jurisdiction will activate the EOC. The EOC will organize according to the SEMS functions of Management, Operations, Planning/Intelligence, Logistics and Finance/ Administration and will activate those functions necessary for the emergency. **(See Figure 7.1.6.)** for the City's EOC organization chart.

#### ***7.1.1 Management Section Activities and Responsibilities***

- Overall EOC Management
- Facilitation of Multiagency Coordination System (MACS) and MAC Groups
- Public Information Coordination and Joint Information Center (JIC) Management
- Provision for Public Safety and Risk Communications and Policy

#### ***7.1.2 Operations Section Activities and Responsibilities***

- Transportation
- Construction and Engineering
- Fire and Rescue
- Care and Shelter
- Resources
- Public Health and Medical
- Hazardous Materials
- Utilities
- Law Enforcement
- Long-Term Recovery
- Evacuation
- Volunteer and Donations Management
- Others as Needed



### ***7.1.3 Planning/Intelligence Section Activities and Responsibilities***

- Situation Status
- Resource Status
- Situation Analysis
- Information Display
- Documentation
- Advance Planning
- Technical Services
- Action Planning
- Demobilization

### ***7.1.4 Logistics Section Activities and Responsibilities***

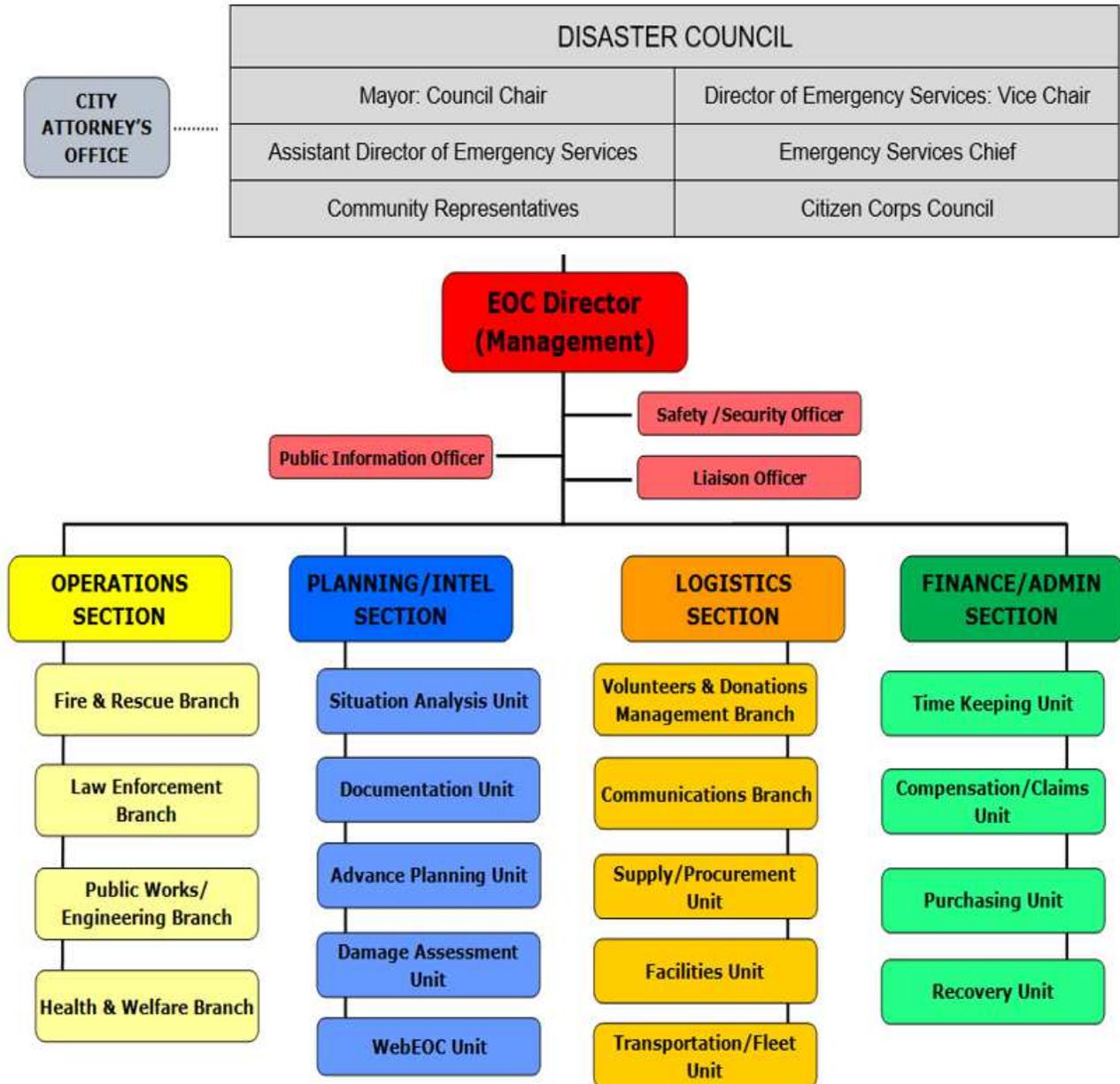
- Field Incident Support
- Communications Support
- Transportation Support
- Personnel
- Supply and Procurement
- Resource Tracking
- Sanitation Services
- Computer Support

### ***7.1.5 Finance/Administration Activities and Responsibilities***

- Fiscal Management
- Time-Keeping
- Purchasing
- Compensation and Claims
- Cost Recovery
- Travel Request, Forms, and Claims



**7.1.6 Figure: City of Upland EOC Organization Chart**





## **7.2 Other Districts, Private, And Non-Profit Agencies**

Depending on the size and kind of incident, involvement from Other Districts, utilities, volunteer organizations and/or private organizations may be necessary in the City's EOC. During EOC activations, these agencies respond to City-focused emergencies and will coordinate and communicate directly with staff in the EOC. Ideally, the agency will provide a representative to the EOC and will serve in the Management Section to better facilitate coordination.

## **7.3 Primary and Alternate EOC**

Emergency Operation Centers vary greatly from one organization to another in terms of the physical location, size, etc., but the functions are much less variable. The EOC is responsible not only for assembling and directing local government response but also for communicating with all other levels of government, with the private sector, and the public.

According to SEMS, the EOC is structured to fulfill the functions of *Management, Operations, Planning/Intelligence, Logistics, and Finance/Administration*. Although each of the SEMS functions is necessary, coordination, communications, and intelligence are critical. Communications is viewed as central, with coordination running a close second.

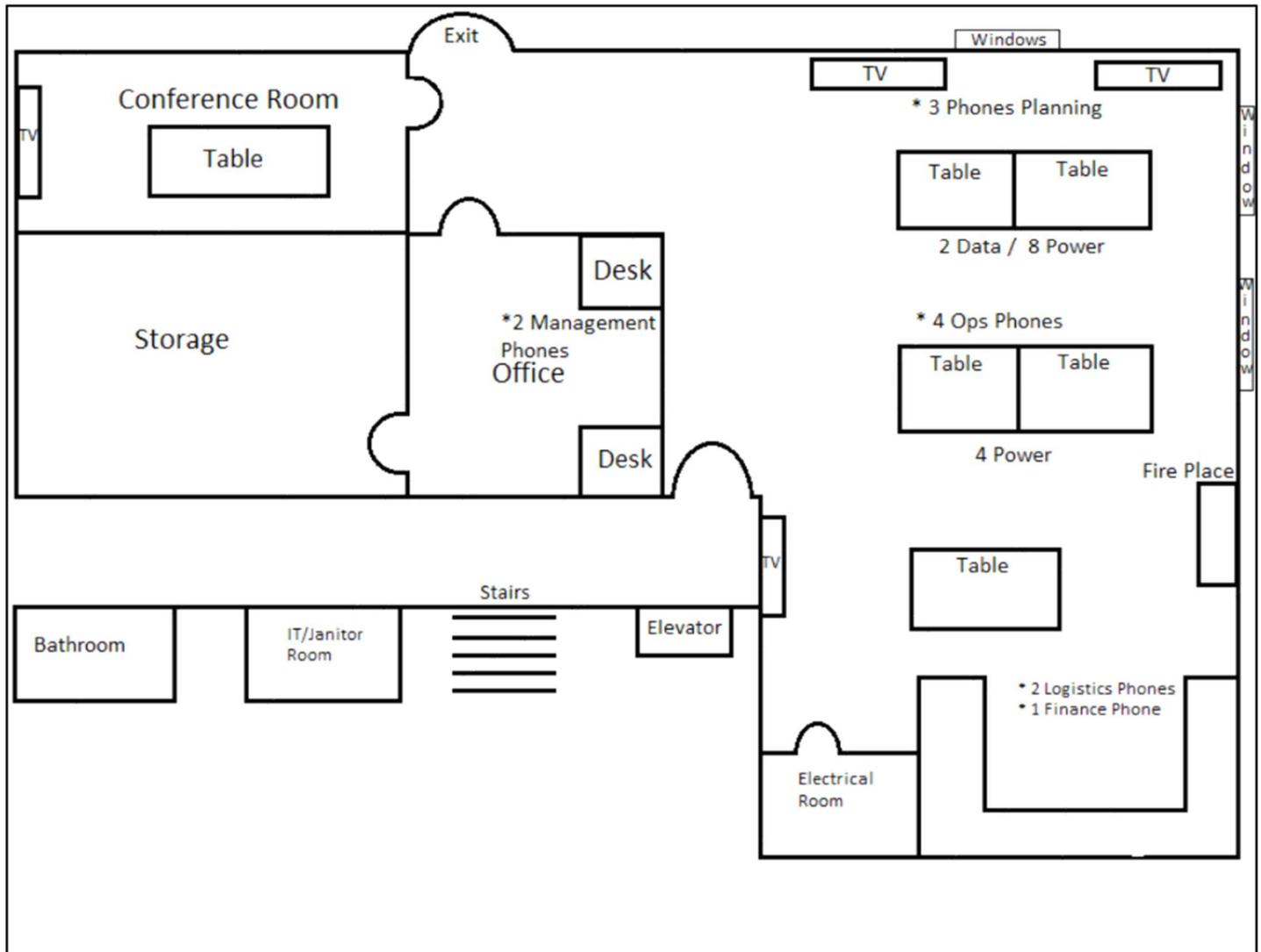
**Primary EOC Location:** The City's primary EOC is located in the Carnegie Library located at 123 East "D" Street, Upland. The upper level of the Library is a "cold EOC" and when set up is divided into the five ICS areas/sections: Management, Operations, Planning/Intelligence, Logistics, and Finance/Administration. Rooms on the bottom floor of the EOC will be utilized for Management (Conference Room), Logistics (Northwest Reading Room) and Finance (Southwest Reading Room). **(See Figure 7.3.1: EOC Floor Plan Layout)**

**Alternate EOC Location:** The City has one Alternate EOC Location identified at the Upland Police Department, 1499 W 13th St, Upland.

Additionally, the San Bernardino County Fire maintains one (1) mobile command post located at San Bernardino County Fire Station 161, 475 N 2nd Ave, Upland, that may function as an alternate EOC. An alternate EOC will be activated only if the primary EOC is unusable or is thought to be in imminent danger. If conditions permit, an alternate EOC will be activated before the primary EOC is vacated.



**Figure 7.3.1: EOC Floor Plan Layout**



**7.4 EOC Activation Levels**

**7.4.1 Monitoring**

“Monitoring” refers to the staffing of an EOC facility to carry out duties related to a training exercise, a pre-planned event, or minor incident that would not require the Operational Area, State Region and State Emergency Operations Centers to activate in support. Examples: Parades, holiday activities, sports events, political events, concerts, minor fire/hazmat, and winter storm incidents, etc. Other EOC responders may be brought into the EOC to assist in monitoring an event that has the potential to escalate to the point that activation is necessary.



### ***7.4.2 Level III Activation***

A **Level III** activation may prompt the minimum staffing of the EOC with an Emergency Manager, a Public Information Officer (PIO), and a few EOC Responders to specifically fill designated EOC Sections (Management, Operations, Planning/Intelligence, Logistics, and/or Finance/Administration). During **Level III** activation, duties include:

- Communication, coordination, receiving, and distributing information pertaining to the emergency or disaster.
- Responding to the needs of the incident including; initial notification and then continuing coordination with the County EOC.

The EOC may activate at **Level III** “remotely” or “virtually”, and may not require physically staffing at the EOC facility, whether during or after normal business hours. This generally applies to an event in which one individual assigned as the EOC Director or Manager can conduct an EOC remotely.

**Level III – Duty Officer Status:** While this is not a separate activation level, it has become common terminology within the San Bernardino County Operational Area (SBCOA). “Duty Officer Status” means that the City is choosing to remain activated at a Level Three with one EOC responder serving as the single point of contact. Duty Officer Status usually takes effect during nighttime hours. The City may return to a Level III Status during normal business hours.

### ***7.4.3 Level II Activation***

Moving to **Level II** means that **Level III** staffing has been deemed insufficient to meet the needs of the incident and additional positions need to be filled in the EOC. The EOC is staffed with the daily operating staff members who carry out duties in support of activation. Additional trained EOC responders are also called in to staff specific functions within the *Management, Operations, Planning/Intelligence, Logistics and Finance/Administration Sections* as per SEMS/NIMS protocols.

This may involve staffing unfilled Section Chief positions and some Branch and Unit positions as needed. The decision to call in additional trained EOC responders is based upon the magnitude of the emergency or disaster as determined by the EOC Director. It may necessitate a 24-hour A-shift/B-shift operation. After hours, Level II EOC activation may be staffed by a reduced number of EOC. Department Operations Centers (DOCs) may also be activated.

### ***7.4.4 Level I Activation***

**Level I** requires staffing of most, if not all, of the positions within the Management, Operations, Planning/Intelligence, Logistics, and Finance/Administration SEMS Sections. During a **Level I** Activation, the EOC operates on a 24-hour basis, rotating personnel into the EOC on 12-hour shifts. Department Operations Centers (DOCs) may also be activated. Example: a large-scale



(regional) event such as an earthquake or terrorist event that affects multiple jurisdictions and agencies where widespread damage, injuries and fatalities have occurred.)

**Level I** may also be appropriate any time an incident threatens to tax the City’s resources significantly even if the event is not regional. **Level I** would normally be the initial activation during any major emergency.

The matrix below (**Figure 7.4.5**) was developed to assist City EOC responders in determining the appropriate level of activation based on the circumstances.

**Figure 7.4.5: EOC Activation Matrix**

	Monitoring	Level III	Level II	Level I
Is this an event that will <u>not</u> require assistance/ resources from outside the City of Upland or beyond the mutual aid agreements already in place?	●	X	X	X
Does the event merely require someone to monitor the situation in case it escalates?	●	X	X	X
Can the event be managed remotely or “virtually” without the EOC facility being staffed?	●	●	X	X
Does the event require support beyond the everyday capabilities of the City?	X	●	●	●
Can the support that is needed for the incident be managed by a few individuals? (i.e., 3-5 personnel to assist with communication, coordination of some resources, distribution of information, coordination with County EOC.)	X	●	X	X
Can the coordination of the event be handled by one person, remotely during the overnight hours?	X	●	X	X
Does the support of the incident exceed the abilities of 3-5 personnel?	X	X	●	●
Is at least one of the positions required to be staffed overnight (and cannot be done remotely)?	X	X	●	●
Do all sections and most branches need to be filled in the EOC chart?	X	X	X	●
Will the event most likely last several days and perhaps weeks requiring support 24 hours a day, 7 days a week.	X	X	X	●
This level of activation requires contacting the San Bernardino County Office of Emergency Services.	●	●	●	●

**7.4.6 Activation Procedures**

The EOC may be activated on the order of the following individuals who will direct the emergency response and recovery operations for the City of Upland:

- Mayor or Designee
- City Manager or Designee
- Department Head or Designee
- Police Chief or Designee



- Assistant Fire Chief or Designee
- Emergency Services Officer

The EOC will be staffed in accordance with SEMS and ICS guidelines, to the extent required to manage the specific disaster event. Staff will work in two shifts if the duration of the incident is expected to exceed 12 hours. Staff will report one-half hour prior to the beginning of their shift. The EOC Coordinator will be responsible for posting staff schedules and shift assignments.

### **Emergency Period:**

If a threatening situation develops, the Mayor, City Administrator and Disaster Preparedness Coordinator will be notified immediately. As necessary, the Emergency Operating Center (EOC) will be activated to the level warranted and the Emergency Management Organization may be convened to evaluate the situation and make recommendations to the Mayor.

The elements of the Emergency Operating Center will be activated as required at the direction of the Mayor and the Standardized Emergency Management System will be used. Incident management will be established to direct field units. Operations will be coordinated in a centralized or decentralized mode depending on the magnitude of the emergency situation. If the situation warrants, the Mayor may proclaim a **LOCAL EMERGENCY**.

If an emergency occurs without warning, the initial response will be managed in a decentralized mode by on-duty personnel. Centralized management, if required, will be established as rapidly as conditions permit. Assistance will be requested through mutual aid channels as needed.

The following events require activation of the EOC:

- A significant earthquake causing damage in the City or neighboring jurisdictions.
- An emergency situation that has occurred or might occur of such a magnitude that it will require a large commitment of resources from two or more City Departments over an extended period of time (i.e., hazardous materials incident, civil disturbance, aircraft disaster, or severe weather).
- Proclamation of a State of War Emergency as defined in *California Emergency Services Act, Chapter 7, Division 1, Title 2, of California Government Code* (automatic).

The EOC **may** be activated when:

- Proclamation (by the governor) of a State of Emergency in an area including the City of Upland.
- A Presidential Declaration of a National Emergency.
- The National Terrorism Advisory System issues an imminent threat alert.

The chart below (**Figure 7.47**) identifies possible scenarios and the corresponding activation and staffing levels.



**Figure 7.4.7: EOC Activation Event Examples**

<b>Event/Situation</b>	<b>Activation Level</b>	<b>Minimum Staffing</b>
<ul style="list-style-type: none"> <li>• Severe weather advisory</li> <li>• Minor earthquake</li> <li>• Flood watch</li> <li>• Planned event (such as parade, sports event, political events, concert)</li> </ul>	<b>Monitoring</b>	<ul style="list-style-type: none"> <li>• Emergency Services Coordinator (remotely or EOC)</li> <li>• Department Staffing</li> </ul>
<ul style="list-style-type: none"> <li>• Severe weather</li> <li>• Small incidents involving two or more departments</li> <li>• Localized flooding</li> </ul>	<b>III</b>	<ul style="list-style-type: none"> <li>• Emergency Services Coordinator (remotely or EOC)</li> <li>• Department Staffing</li> <li>• DOC (maybe)</li> </ul>
<ul style="list-style-type: none"> <li>• Moderate earthquake</li> <li>• Wildfire affecting developed area</li> <li>• Major wind or rain storm</li> <li>• Two or more large incidents involving two or more departments / agencies</li> </ul>	<b>II</b>	<ul style="list-style-type: none"> <li>• EOC Director</li> <li>• Emergency Services Coordinator</li> <li>• Section Chiefs</li> <li>• Branch &amp; Units as needed</li> <li>• Liaison Representatives as appropriate</li> <li>• DOC</li> </ul>
<ul style="list-style-type: none"> <li>• Major City or regional emergency, multiple departments with heavy resource involvement</li> <li>• Major earthquake</li> </ul>	<b>I</b>	<ul style="list-style-type: none"> <li>• All EOC Positions</li> </ul>

**7.4.8 Notification of Activation to the San Bernardino County OA**

When the City of Upland’s EOC is activated, the San Bernardino County Operational Area should be contacted. The San Bernardino County Operational Area (SBCOA) Office of Emergency Services is the City’s link to outside resources.

If the event occurring in our City exceeds our resources, our first stop for assistance is the County. This is not only true for Upland, but for the other 23 cities and towns in San Bernardino County. That is why notifying SBCOA of our EOC status is so vital. They need to know what is happening in our jurisdiction so they can evaluate and manage resource distribution.

It is SBCOA’s policy to activate their EOC when one (1) City/Town in the County activates its EOC. When one (1) County activates its EOC, the State Regional EOC (REOC) activates as well. Communicating the City’s EOC status and keeping the SBCOA EOC updated is very important.

Once the EOC activation level has been determined the following information (if known) should be gathered to report to the SBCOA:

- Incident type
- Incident location
- EOC Activation level



- Shelter information (if applicable)
- Evacuation routes (if applicable)
- Request for additional resources (outside Fire/Law) (if applicable)
- EOC Points of Contact (phone numbers)
- EOC Director
- Planning and Intelligence Section Coordinator
- Operations Section Coordinator

This information can either be submitted through *WebEOC* or by submitting the *Initial City/Town Status Report*.

#### **Ways to contact SBCOA EOC:**

- During business hours call: (909) 356-3998
- Send a fax to (909) 356-3965; follow with a phone contact
- E-mail [SBCOA@oes.sbcounty.gov](mailto:SBCOA@oes.sbcounty.gov); follow with a phone contact
- After Hours: Call the 24-hour County Comm. Center hotline number: (909) 356-3805

When you contact County Comm. Center, follow the steps below:

1. Request to speak to the on-duty supervisor
2. Request that the SBCOA Duty Officer be paged
3. Provide your name, City, type of incident, and a call-back number

Upon notification, the SBCOA Duty Officer will return the call to the City to start the OA support/OA activation process. Anytime the EOC Activation Status changes, notify SBCOA EOC (this includes a "Level I" status that changes to a "Level I – Duty Officer Status" during night time hours).

### **7.5 EOC Deactivation**

Deactivation (demobilization) of the EOC will occur upon order of the EOC Director based on incident status. Deactivation may occur through a gradual decrease in staffing or all at once. EOC Responders must follow the deactivation procedures.

Notification of deactivation, or any change in activation levels must be communicated to San Bernardino County Office of Emergency Services (OES). When de-activation occurs, staff is responsible for:

- Ensuring that any open actions not yet completed will be taken care of after the de-activation.



- Ensuring that all required forms or reports are completed and turned in prior to de-activation.
- Being prepared to submit and/or participate in developing an After Action Report.

## **7.6 Field/EOC Communications and Coordination**

Communication networks available for communicating with the various governmental and community agencies and facilities include; land line and cellular telephones, radio systems, pagers, computer data systems, and facsimile machines.

The radio systems consist of several band widths to include an 800 MHz trunked radio system with multiple talk groups used primarily by the City and County police and fire departments. In addition to the 800 MHz systems are several VHF and UHF systems used primarily by non-public safety agencies. Other radio systems available during emergencies are the amateur band systems to include two-meter, high frequency, packet and amateur television bands.

## **7.7 Field/EOC Direction and Control Interface**

The EOC is dependent upon field personnel to provide accurate and timely information so that City-wide situational awareness can be achieved and prudent decisions can be made regarding the deployment of resources. The Incident Commander (IC) has the responsibility of establishing and maintaining contact with the Operations Section of the EOC when no DOC has been activated. This responsibility holds true whether the incident is police, fire, or public works related.

The EOC has the responsibility of supporting and managing the deployment of resources to all events occurring in the City during a disaster. The EOC also has the responsibility of carrying out decisions made by Council as to how to prioritize the City's response to that disaster.

Decisions made at the EOC level are not intended to direct tactical operations in the field. However, when decisions must be made as to where to deploy limited resources, the operations at individual events may be impacted significantly.



**CITY OF UPLAND**  
**Emergency Operations Plan**  
**Part I – Basic Plan**

**Part I - Section 7:**  
***Emergency Operations Center***  
***(EOC)***



## **SECTION 8: MUTUAL AID**

### **8.1 Overview**

The Statewide mutual aid system is codified in the ***California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA)***. The Agreement (developed in 1950) has been adopted by all counties and incorporated cities in the State of California, including the City of Upland. The MMAA creates a formal structure wherein each local jurisdiction retains control of its own facilities, personnel, and resources, but may also receive or render assistance to other jurisdictions within the State.

### **8.2 Mutual Aid Regions**

To facilitate the coordination and flow of mutual aid, the State is divided into **six** Mutual Aid Regions (**Map 8.2.1**). The City of Upland is located in region VI, Southern Region.

**Map 8.2.1: California Mutual Aid (MA) Regions**





### **8.3 Mutual Aid Responsibilities**

#### **Incorporated Cities:**

- Develop and maintain an Emergency Management Plan consistent with the State Emergency Operations Plan and the Master Mutual Aid Agreement
- Maintain liaison with neighboring jurisdictions, the San Bernardino County Operational Area, and State Office of Emergency Services (OES)
- Designate staging areas for the purpose of providing rally points for incoming mutual aid and a staging area for support and recovery operations

#### **Operational Areas:**

- Coordination of mutual aid within the Operational Area
- Maintain liaison with Cal OES personnel
- Request mutual aid from the Cal OES Region VI Manager

#### **Cal OES - Region VI (REOC):**

- Maintain liaison with State, Federal, and Local authorities
- Provide planning guidance and assistance to Operational Area and Local jurisdictions
- Respond to requests for mutual aid
- Provide a clearinghouse for emergency operation information

#### **Cal OES - Headquarters (SOC):**

- Perform executive functions assigned by the Governor
- Coordinate response and recovery operations of State agencies
- Provide a Statewide clearinghouse for emergency operations information
- Prepare and disseminate proclamations for the Governor
- Receive and process requests for mutual aid
- Receive and process requests for Federal disaster assistance
- Direct the allocation of Federal and out-of-State resources

### **8.4 Mutual Aid Policies and Procedures**

Mutual aid resources will be provided and utilized in accordance with the Master Mutual Aid Agreement. These agreements include: Fire & Rescue, Law Enforcement, Medical, Coroner, Building Inspector, and Public Works Agreements.



During a proclaimed emergency, inter-jurisdictional mutual aid will be coordinated at the appropriate Operational Area or Mutual Aid Regional Level whenever available resources are:

- Subject to State or Federal control
- Subject to military control
- Located outside the requesting jurisdiction
- Allocated on a priority basis
- Local agencies should, whenever possible, provide incoming mutual aid forces with portable radios, using local frequencies
- Local agencies, receiving mutual aid, are responsible for logistical support of reporting personnel
- Requests for, and coordination of, mutual aid support will normally be accomplished through established channels (cities to Operational Areas to Mutual Aid Regions to State level). Fire and Law Enforcement mutual aid systems work directly from local fire, to county fire, to region fire, to state fire and law enforcement from local police, to county sheriff, to region, to state)
- Requests should specify, at a minimum:
  1. Number and type of personnel needed
  2. Type and amount of equipment needed
  3. Reporting time and location
  4. Authority to whom forces should report
  5. Access routes
  6. Estimated duration of operations

### **8.5 Mutual Aid Coordination**

Formal mutual aid requests will follow an established process for ordering, tracking, mobilizing and demobilizing. Depending on the scale of the emergency, limited resources may need to be rationed or controlled and are processed through pre-identified mutual aid coordinators. Mutual aid requests will follow discipline-specific chains (e.g., 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 MMAA resources originate from the Field Level and are managed by the Incident Commander (IC). If the IC is unable to obtain the



resource through existing local channels, the request is elevated to the next successive government level until obtained or cancelled.

- **Local Government Request:** Local jurisdictions are responsible for the protection of life and property within the municipal geographic boundaries. The local jurisdiction where the incident occurred should assess its resource inventory and existing local agreements to determine if the requested resource is available. When locally committed resources are exhausted and mutual aid is needed, the local official will request assistance from the OA Mutual Aid Coordinator.
- **Operational Area Requests:** The OA is a composite of its political subdivisions (i.e. municipalities, contract cities, special districts and County agencies). The OA Mutual Aid Coordinator assesses the availability of resources within the OA and fulfills the resource request based upon that assessment. In the event resources are unavailable at the OA level, the request is forwarded to the responsible 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 Secretary of Cal OES has the responsibility for coordination of state mutual aid resources in support of local jurisdictions during times of emergency. The Secretary will analyze and coordinate the request by forwarding the request to an unaffected REOC or tasking an appropriate state agency to fill the need.

### ***8.5.1 Interstate Mutual Aid***

Mutual aid may also be obtained from other states. California is a member of the interstate Emergency Management Assistance Compact (EMAC), a congressionally ratified organization that provides form, structure and procedures for rendering emergency assistance between states.

After a state of emergency declaration, California can request and receive reimbursable assistance through EMAC for other member states quickly and efficiently without issues of liability. The Secretary of Cal OES and the states' EMAC Coordinator are responsible for facilitating requests for assistance pursuant to EMAC.

### ***8.5.2 Volunteer and Private Mutual Aid***

A significant component of the mutual aid system is provided by volunteer and private agencies. These include agencies such as the American Red Cross (ARC) and Salvation Army who mobilize to provide assistance with mass care and sheltering. During these large-scale



incidents, these agencies may provide a representative to the City of Upland EOC. Many private agencies, churches, non-profits and other organizations offer to provide their assistance during emergencies.

### ***8.5.3 Mutual Aid Resource Management***

It is the policy of the state that contracts and agreements for emergency response and disaster repair and restoration should be entered into by the lowest level of government. When local resources are exhausted and additional resources are required, resource requests (mission tasking) will follow an established process for ordering, tracking, mobilizing and demobilizing. Depending on the scale of the emergency, limited resources may need to be rationed or controlled.

### ***8.5.4 Resource Ordering***

All resource requests, at each level, must include the following:

- Clearly describe the current situation
- Describe the requested resources
- Specify the type or nature of the service the resource(s) will provide
- Provide delivery location with a common map reference
- Provide local contact at delivery location with primary and secondary means of contact
- Provide the name of the requesting agency and/or OA Coordinator contact person
- Indicate time frame needed and an estimate of duration; and
- Resource request involving personnel and/or equipment with operators will need to indicate if logistical support is required (e.g., food, shelter, fuel and reasonable maintenance)

**Resource Directories:** Each state agency and local government entity should identify sources for materials and supplies internally and externally.

**Daily Updates:** The requesting agencies are responsible to report to Cal OES the number and status of resources deployed on a mission on a daily basis.

**Federal Assistance:** When resources are not available within the state or through existing agreements with other states, California may request assistance from the federal government. Requests for federal assistance during an emergency will be coordinated through the State Operations Center (SOC).



**CITY OF UPLAND**  
**Emergency Operations Plan**  
**Part I – Basic Plan**

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## **SECTION 9: INFORMATION COLLECTION, ANALYSIS, AND DISSEMINATION**

### **9.1 Overview**

Emergency Operations Centers (EOCs) are responsible for gathering timely, accurate, accessible and consistent intelligence during an emergency. Situation reports should create a common operating picture and be used to adjust the operational goals, priorities and strategies.

To ensure effective intelligence flow, emergency response agencies at all levels must establish communications systems and protocols to organize, integrate and coordinate intelligence among the affected agencies. The flow of situation reports among the levels of government should occur as:

**Field:** Field situation reports should be disseminated to local EOC (or to a DOC if one has been activated).

**Local EOC:** Local EOC will summarize reports received from the field, Department Operation Centers (DOCs) and other reporting disciplines, and send to the Operational Area (OA) EOC.

**OA EOC:** The OA EOC will summarize reports received from local EOCs, county field units, county DOCs and other reporting disciplines, and forward to the CalEMA Regional Emergency Operations Center (REOC).

**REOC:** The REOC will summarize situation reports received from the OA EOC, state field units, state DOCs and other reporting disciplines, and forward to the State Operations Center (SOC).

**SOC:** The SOC will summarize situation reports received from the REOC, state DOCs, state agencies and other reporting disciplines, and distribute to state officials and others on the distribution list.

**Joint Field Office (JFO):** When the state-federal JFO is activated, the REOC and SOC situation reports will be assimilated into the JFO situation report. The REOC organization may be collocated with the federal organization at the JFO.



**9.2. “The Big Picture”**

As an event unfolds in the Field, information from a variety of sources filters into the EOC. It is one of the responsibilities of the EOC to take that information and formulate an accurate picture of everything that is happening in the Field, creating **“The Big Picture.”**

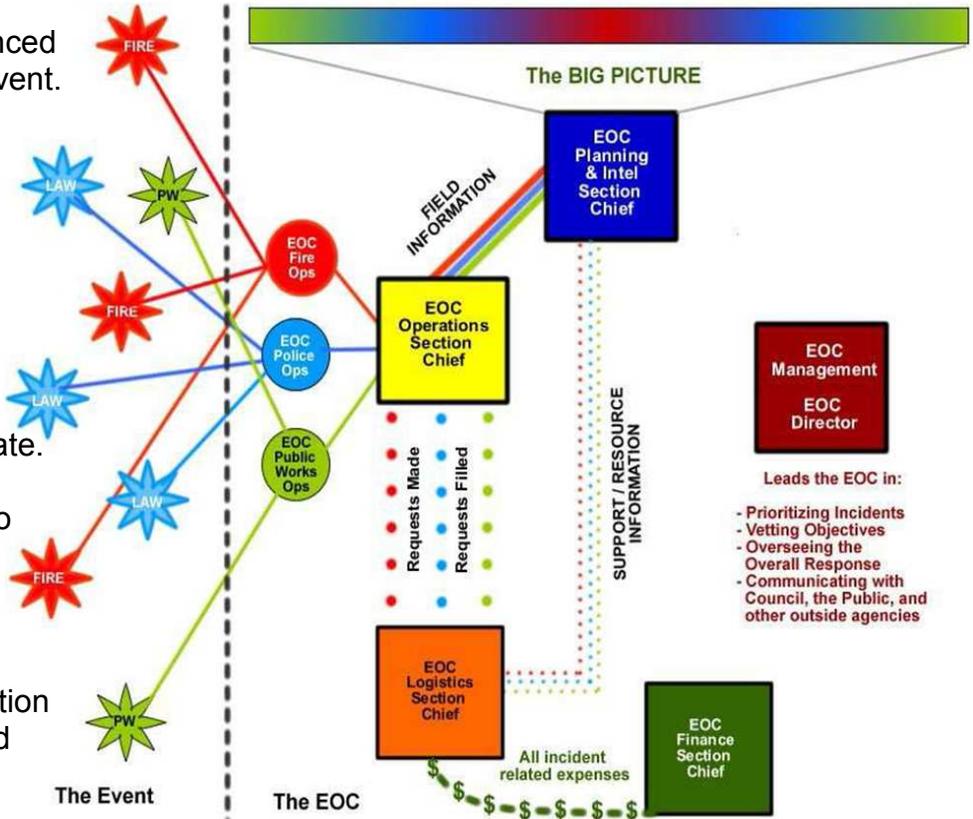
This method provides for a balanced approach to support the entire event.

The diagram to the right depicts the flow of information from field units such as Police, Fire, and Public Works, to the Operations Section of the EOC.

From the Operations Section, Field information is shared with other EOC Sections as appropriate.

All information eventually flows to the Planning and Intelligence Section and **“The Big Picture”** is displayed.

From that, the Management Section is able to determine priorities and objectives, leading the City’s response to the incident.



**9.3 WebEOC**

The City of Upland has access to the County’s WebEOC program, a crisis information management system. This allows the City to enter information such as: significant events, resource requests, and status updates. This provides the Operational Area with a common operating picture, situational awareness and information coordination throughout San Bernardino County during an emergency.

This also allows City of Upland EOC responders the ability to see and share real time information with other agencies and Cities/Towns within the County. Additionally, the City is encouraged to use WebEOC to submit initial City Status Reports, damage assessment information (IDEs), Situation Reports, etc.



## **SECTION 10: PUBLIC INFORMATION**

### **10.1 Overview**

Public information consists of the processes, procedures and systems to communicate timely and accurate information by accessible means and in accessible formats on the incident's cause, size and current situation to the public, responders and additional stakeholders (both directly and indirectly affected).

Public information must be coordinated and integrated as part of the Multiagency Coordination System across jurisdictions, agencies and organizations; among federal, state, tribal, and local governments; and with the private sector and Non-Government Organizations (NGOs). Public information includes processes, procedures and organizational structures required to gather, verify, coordinate and disseminate information.

#### ***10.1.1 Purpose***

The City of Upland's Public Information Officer (PIO) is the leader in meeting the information needs of any emergency with the assistance of both the Police and Fire Department PIOs. The primary purpose of the Public Information function is to provide the public with alerting and warning information that can save lives and property, if expediently disseminated, to persons in threatened areas. The secondary purpose is to provide timely and accurate information to the news media about the emergency incident.

#### ***10.1.2 Objectives***

- Provide accurate and timely warnings and emergency information to the general public
- Provide media releases
- Establish a media center
- Coordinate press conferences
- Coordinate staff to respond to public inquiries
- Arrange photo and video documentation
- Arrange for on-scene PIO personnel to coordinate field media operations
- Ensure there is only one spokesperson for the City at all times and provide that spokesperson with up-to-date accurate and timely information
- Work within the Joint Information System as directed by the National Incident Management System
- Accomplish objectives as stated in the *EOC Action Plan*



### ***10.1.3 Policies and Procedures***

Policies and procedures for the Public Information function include, but are not limited to:

- Prepare in advance emergency public information materials that address survival tips for all hazards.
- Request response organizations to coordinate activities with the Public Information office.
- Clear press releases with the Director of Emergency Services prior to releasing information to the news media.
- Prepare materials that describe the health risks, the appropriate self-help or first aid actions, and other appropriate survival measures for the current emergency.
- Prepare emergency public information materials for the visually impaired, hearing impaired, and non-English speaking groups.
- Prepare instructions for evacuation from high-risk area(s) including:
  - Definition of the population at risk
  - Evacuation routes
  - Suggestions on types and quantities of clothing, food, medical items, etc. evacuees should take with them
  - Locations of reception areas/shelters and safe travel routes
  - Prepare instructions that identify centrally located staging areas and pickup points for evacuees without private automobiles or other means of transportation
  - Prepare instructions for evacuees upon arrival in a hosting area which shows the location of reception and care centers, shelters, feeding sites, and medical assistance
  - Refer inquiries on the status of evacuees to the American Red Cross representative
- Prepare emergency public information materials regarding support services available in damaged and/or restricted areas.
- Establish and implement a rumor control procedure.
- Coordinate with State, Federal, and private sector agencies to obtain technical information relative to health risks, weather, etc.
- Continue to provide information to the news media and the public on available services for as long as needed - even after the EOC has closed.

### **10.2 Resources Available for Public Information**

There are various resources available to assist in the dissemination of public information. The following are the primary available to the City of Upland.



**10.2.1 Emergency Alert System (EAS)**

The Emergency Alert System (EAS) is designed for the broadcast media to disseminate emergency public information. This system enables the President, and federal, state and local governments to communicate with the general public through commercial broadcast stations.

This system uses the facilities and personnel of the broadcast industry on a volunteer basis. EAS is operated by the broadcast industry according to established and approved EAS plans, standard operating guides and within the rules and regulations of the Federal Communications Commission (FCC).

FCC rules and regulations require all participating stations with an EAS operating area to broadcast a common program. Each broadcast station volunteers to participate in EAS and agrees to comply with established rules and regulations of the FCC. For additional information, see the **Riverside–San Bernardino County Emergency Alert System FCC EAS Plan**.

The City PIO can request EAS and Integrated Public Alert & Warning System messaging through the County’s Office of Emergency Services (OES). To get an emergency message on local radio stations, the PIO will contact the San Bernardino County Emergency Operations Center. Before contacting the County, the message must be written exactly as it is to be read over the air. The local EAS stations for San Bernardino County are:

93.3 FM	KBHR	Big Bear Valley
<b>95.1 FM</b>	<b>KFRG</b>	<b>Southern California</b>
98.9 FM	KHWY	High Desert
102.3 FM	KZXY	Victor Valley
107.7 FM	KCDZ	Yucca Valley/Joshua Tree
98.5 FM	KDES	Morongo Basin

**10.2.2 Joint Information Center (JIC)**

The Joint Information Center (JIC) is a central location that facilitates operation of the Joint Information System (JIS). It is a location where personnel with public information responsibilities perform critical emergency information functions, crisis communications and public affairs functions. JICs may be established at the OA EOC, at incident sites, or can be components of Federal, State, tribal, territorial, regional, or local MACS (e.g., MAC Groups or EOCs).

Typically, an incident–specific JIC is established at a single, on-scene location in coordination with Federal, State, and local agencies (depending on the requirements of the incident) or at the national level, if the situation warrants. Informational releases are cleared through IC/UC, the EOC/MAC Group, and/or Federal officials in the case of federally coordinated incidents to ensure consistent messages, avoid release of conflicting information, and prevent negative impact on operations. This formal process for informational releases ensures the protection of incident-sensitive information.



Agencies may issue their own releases related to their policies, procedures, programs, and capabilities; however, these should be coordinated with the incident-specific JIC(s). A single JIC location is preferable, but the system is flexible and adaptable enough to accommodate virtual or multiple JIC locations, as required.

### ***10.2.3 Public Awareness and Education***

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 any emergency are crucial to successful public information efforts during and after an emergency. Pre-disaster awareness and education programs are viewed with equal importance to all other preparation for emergencies.



## **SECTION 11: ACCESS AND FUNCTIONAL NEEDS**

### **11.1 Overview**

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

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

- Have disabilities
- Live in institutionalized settings
- Are elderly
- Are children
- Are from diverse cultures
- Have limited English proficiency or are non-English speaking
- Are transportation disadvantaged

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:

1. **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 and blind.
2. **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.
3. **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.
4. **Americans with Disabilities Act** – When shelter facilities are activated, the City of Upland will ensure they accommodate the provisions of the Americans with Disabilities Act (ADA).

**Commitment:** The City of Upland values its diverse population and strives to ensure that disaster planning, response, and recovery take into consideration all citizens within this community.



**Emergency Operations Plan Compliance:** The City of Upland values its diverse population and strives to attend to all community needs. The City must ensure that disaster planning, response, and recovery take into consideration all of its citizenry. After a disaster strikes, response to citizens-in-need will be initiated without prejudice.

The City of Upland will depend on and coordinate with the American Red Cross in its efforts to select shelter sites that are accessible for citizens with disabilities and access and other functional needs, and when possible, include compensatory equipment in their shelter design.

**Partnership with Disability Community:** Listening to people with disabilities assures the best insights for addressing their needs. City of Upland emergency planners will attempt to:

- Identify those in the community who might have special needs before, during and after a disaster or emergency. Doing so ahead of time results in an improved emergency plan, a better determination of resources needed, and more informed actions and decisions.
- Customize awareness and preparedness messages and materials for specific groups of people, thereby increasing the ability of these individuals to plan and survive in the event of an emergency. Such preparedness allows appropriate allocation of critical personnel, equipment and assets during the response period, and reduces 9-1-1 call volume.
- Educate citizens with disabilities about realistic expectations of services during and after an emergency even while demonstrating a serious commitment to their special needs. Such education results in a more cooperative relationship with local authorities and enhances their appreciation of the concerns of people with disabilities. It also leads to improved response by the entire community.
- Learn and gain from the knowledge, experiences, and non-traditional resources the disability community can bring to a partnership effort with emergency professionals. By utilizing and embracing members of the disability community during the planning process, emergency personnel often discover creative solutions before they are needed during an emergency. These solutions may benefit not only the disability community but the general population.
- Work with institutional and industry-specific groups that are not typically considered to be emergency service resources but that can offer valuable and timely support to emergency professionals. Identifying and marshalling these groups ahead of time leads to a better prepared service community that is able to take on responsibilities during an emergency. It also leads to a unified team able to quickly assess and communicate service gaps during an emergency, and to a host of additional equipment, materials and skilled personnel.

**Communication:** Communication is the lifeline of emergency management. This is especially true in regard to people with disabilities, many of whom are unemployed, socially isolated, or in other ways less connected to society than their non-disabled counterparts. Fortunately, most emergency management communication can be implemented as a simple adjunct to more general strategies.



The medium used to reach people may change at different points in the timeline. In addition, the technology employed may vary, and the amount of labor required to complete the task may change. In general, however, there are some important considerations to keep in mind when directing communication on one's own or in partnership with the media:

- Television stations must be responsible to all viewers and not run a text message "crawl" across a television screen in any area reserved for closed captioning as this will make both sets of messages unintelligible for deaf or hard of hearing viewers.
- Camera operators and editors need to include the sign language interpreter in the picture if one is interpreting next to the official spokesperson presenting emergency information.
- Those setting up emergency hotlines during an event should include TTY/TDD (Text telephone, also known as telecommunication device for the deaf) numbers when available, or the instruction "TTY callers use relay." Make sure the same information is provided by the official spokesperson and is used on television and radio.
- Frequently repeat the most essential emergency information in a simple message format so that those with cognitive disabilities can follow.

**Include Disability Needs in the Recovery Phase:** The recovery phase of an emergency typically is the longest and most difficult aspect of a disaster for a community's residents, and this can be especially traumatic for people with disabilities.

In addition to coping with personal losses or injuries that they may have suffered, people with disabilities who experience a disaster may be deprived of vital connections to attendants, guide animals, neighbors, local business owners and even family members. They may no longer be able to follow their accustomed routines.

The disaster may also cause psychological distress by forcing individuals with disabilities to confront the limitations imposed by their disability on a more or less continuous basis, or to relive traumatic hospitalization experiences from their past.

Emergency planners, of course, can do little to counter some of these effects, such as psychological distress and changed city environments, which are frequent results of disaster. What can be done is to ensure that those services and special needs most critical to people with disabilities and access and functional needs are restored or addressed as a priority during the recovery phase. Some major considerations include:

- Making allowances at blockades, shelters, and other impacted areas for access by attendants, home health aides, visiting nurses, guide animals, and other individuals crucial to the immediate health care of people with disabilities.
- Identifying the impact on the disability community of an interruption of utility services.
- Planning for accessible shelter or appropriate temporary housing needs.
- Addressing how people with disabilities who are employed by businesses that are able to open soon after a disaster will get to work.



**CITY OF UPLAND**  
**Emergency Operations Plan**  
**Part I – Basic Plan**

**Part I - Section 11:**  
***Access and Functional Needs***

- Involving a representative of the disability community in "after action reviews" or "hot wash reports" in order to capture the true impact of the disaster and to improve plans for the future.

The City of Upland will endeavor to do everything reasonably possible to educate the citizens in this community with disabilities and access and other functional needs.



## **SECTION 12: CONTINUITY OF GOVERNMENT**

In the aftermath of a major disaster, law and order must be preserved and essential government services must be maintained. This is best accomplished by civil government. To this end, it is particularly essential that local units of government continue to function.

To ensure continuity of government, seven elements must be addressed by government at all levels:

- Succession of Officers
- Seat of Government
- Emergency Powers and Authority
- Emergency Plans
- Primary and Alternate Emergency Operations Center(s)
- Preservation of Vital Records
- Protection of Critical Infrastructure

### **12.1 Standby Officers**

**Article 15 of the California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the Government Code)** provides the authority, as well as the procedures to be employed, to ensure continued functioning of political subdivisions within the State of California.

Generally, Article 15 permits the appointment of up to three standby officers for each member of the governing body, and up to three standby officers for the chief executive, if not a member of the governing body. Article 15 provides for the succession of officers who head departments responsible for maintaining law and order, or in furnishing public services relating to health and safety.

Article 15 also outlines procedures to assure continued functioning of political subdivisions in the event the governing body, including standby officers, is unavailable to serve.

**Government Code 8642 states:** “*should there be only one member of the governing body present, he may call and hold meetings to perform acts necessary to reconstitute the governing body.*”

### **12.2 Lines of Succession for Government Officials**

Per the *City of Upland Municipal Code Chapter 2.20.060.H*:

The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to attend meetings and otherwise perform his or her duties during an emergency. Such order of succession shall be approved by the city council.



### **12.3 Vital Records Retention**

In the City of Upland, the following individuals are responsible for the preservation of vital records:

- City Clerk
- Assistant City Manager

Vital records are defined as those records that are essential to:

- Protect and preserve the rights and interests of individuals, governments, corporations and other entities. Examples include vital statistics, land and tax records, license registers, and articles of incorporation.
- Conduct emergency response and recovery operations. Records of this type include utility system maps, locations of emergency supplies and equipment, emergency operations plans and procedures, personnel rosters, etc.
- Reestablish normal governmental functions and protect the rights and interests of government. Constitutions and charters, statutes and ordinances, court records, official proceedings and financial records would be included here.

Record depositories should be located well away from potential danger zones and/or housed in facilities designed to withstand blast, fire, water, and other destructive forces. Such action will ensure that constitutions and charters, statutes and ordinances, court records, official proceedings, and financial records would be available following any disaster.

Each department within the city should identify, maintain and protect its own essential records. The City Clerk is the designated custodian of vital records in the City.



## **SECTION 13: RECOVERY**

### **13.1 Overview**

Recovery refers to those measures undertaken by an entity following a disaster that will return all systems to normal levels of service. Effective recovery consists of a complex array of interdependent and coordinated actions.

### **13.2 Concept of Operations**

A successful recovery starts as soon as possible after a disaster occurs, rather than waiting until disaster response is underway and appears to show some promise of diminishing. There should be no clearly defined separation between response and recovery. Recovery tasks are different from response, but they should be carried out simultaneously.

Establishment of a recovery organization prior to a disaster has proven effective in enabling a smoother and speedier recovery. Emergency response personnel are to continue using SEMS principles and procedures for recovery. Recovery operations are divided into two phases, short term and long term.

#### ***13.2.1 Short Term Recovery***

This involves restoring the infrastructure including:

- Electric power
- Communications systems
- Water and sewer
- High impact areas and special populations, schools, hospitals, etc.
- Economic and social systems of the community
- Roads, bridges and freeways
- Computer networks
- Businesses

Continued coordination from the response phase into the recovery phase is necessary to identify high priority areas for resumption of utilities, liability concerns, financing, and recovery ordinances.

#### ***13.2.2 Long Term Recovery***

Long-term recovery consists of actions that will return the jurisdiction back to normal pre-disaster levels of service. Long-term considerations include:

- Developing a recovery team utilizing ICS to manage operations



- Demolition, building permits, and rebuilding
- Coordination of financial claims
- Assisting local economy to recover and economic and resource stabilization
- Hazard mitigation
- Updating plans based on lessons learned
- Post-event assessments

It is critical that the *EOC Response Organization* function expand into the recovery phase. Checklists should be developed for recovery operations to ensure accountability. Failure to strictly account for damage documentation and personnel costs can result in possible loss of reimbursement.

### **13.3 Recovery Organization**

Recovery operations differ significantly from emergency response activities which are more involved with the SEMS Operations and Logistics functions. Recovery activities are much more pronounced in the Finance/Administration function than in the other SEMS functions. In addition, the San Bernardino County Operational Area (OA) plays a different role in the recovery phase than in the response phase of a disaster. The OA may act as an information and coordination point for its constituent jurisdictions.

However, in the recovery phase the local jurisdiction works directly with state and federal recovery programs as contrasted to the response phase where these resources are approached through the Operational Area. Specific recovery tasks and their responsible SEMS functions are discussed below. **(See Figure 13.3.6: Recovery Organization Chart)**

#### ***13.3.1 Management***

- Informing and briefing elected officials
- Providing lead for policy decisions
- Issuing public information releases throughout the recovery phase
- Insuring safety of response activities and personnel
- Providing liaison with OA, State, and FEMA
- Ensuring a Local Emergency has been proclaimed
- Providing legal advice when needed

#### ***13.3.2 Operations***

- Restoring government facility functions
- Removing debris



- Demolishing buildings
- Coordinating the restoration of utilities
- Restoring safe drinking water and all water operations
- Providing temporary sheltering
- Providing building and public safety inspections

### ***13.3.3 Planning/Intelligence***

- Providing documentation of SEMS compliance for disaster assistance
- Providing after-action reports consistent with SEMS requirements
- Providing direction in land use and zoning issues
- Issuing building permits in a timely manner
- Developing alternative building regulations and code enforcement
- Reviewing the general plan
- Providing an action plan for recovery operations
- Developing redevelopment plans
- Developing recovery situation reports
- Documenting recovery operations
- Creating mitigation plans

### ***13.3.4 Logistics***

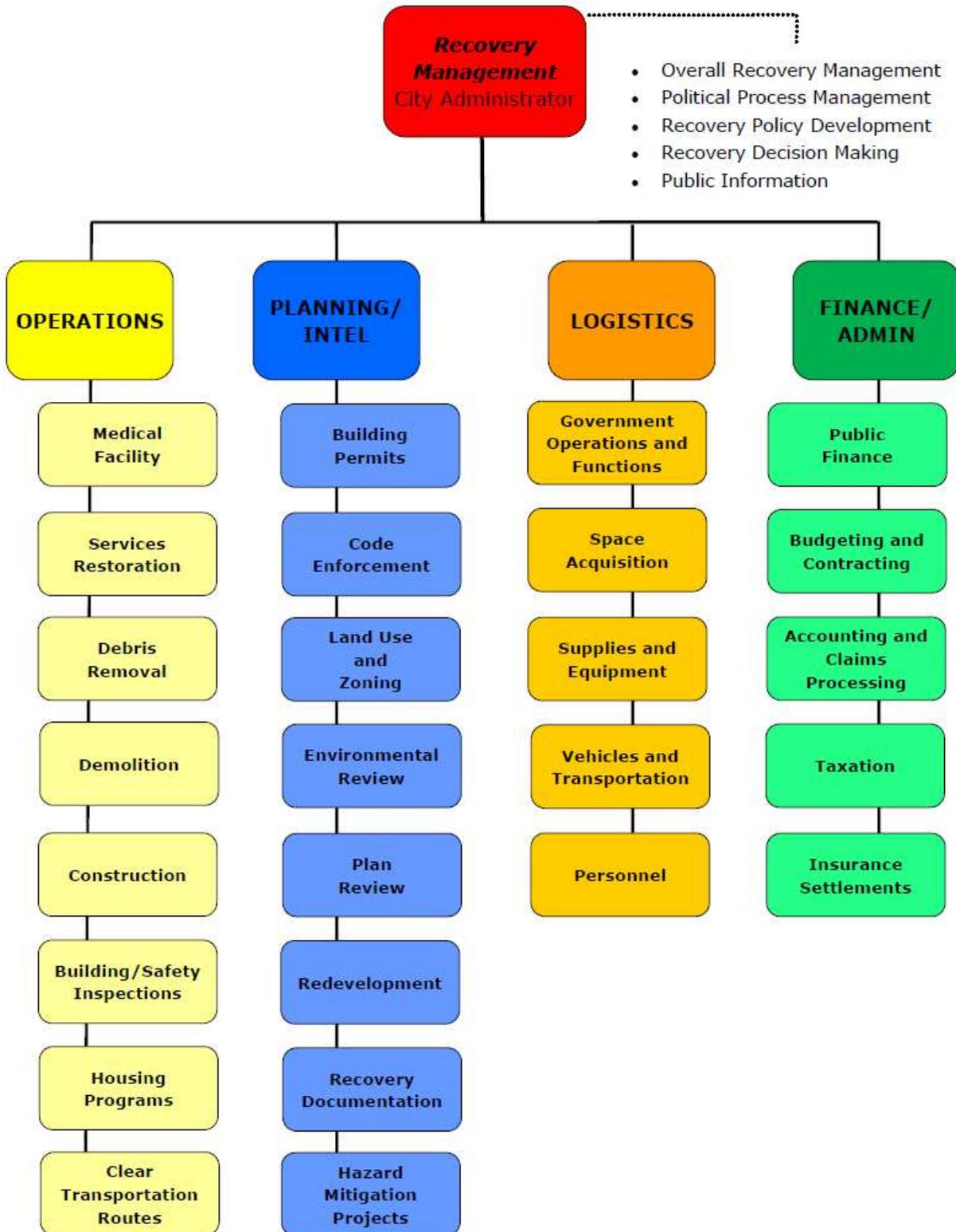
- Providing government operation resources and personnel
- Allocating office space to Federal and State agencies
- Providing recovery supplies and equipment
- Providing vehicles and personnel

### ***13.3.5 Finance/Administration***

- Assisting application process for disaster assistance
- Managing public finance
- Preparing and maintaining the budget
- Developing and maintaining contracts
- Processing accounting and claims
- Collecting taxes
- Managing insurance settlements



*Figure 13.3.6: Recovery Organization Chart*





### **13.4 Damage Assessment**

An initial Safety Estimate is developed early in the emergency response phase and used to support a gubernatorial proclamation and for the State to request a presidential declaration. This is followed by a detailed assessment of damage during the recovery phase. This detailed assessment provides the basis for determining the type and amount of state and/or federal financial assistance available for recovery.

The damage assessment process is a multi-department responsibility. The following is a summary of those Departments/Agencies and their responsibilities:

<b>DEPARTMENT/AGENCY</b>	<b>RECOVERY FUNCTION</b>
<b>Public Works Department</b>	Assessment of sewer and storm-drain systems, damage related to debris, debris removal, emergency protective measures, and city road and grade separation issues. Assess damage to water systems, utilities and infrastructure. Report condition of buildings.
<b>Fire Department</b>	Assessing situations where hazardous materials are involved. Also provide windshield (initial) surveys to assess damage, initiate initial life safety activity, and identify impacts to critical facilities.
<b>Building Division</b>	Perform detailed physical damage assessment on a building-by-building basis on non-governmental buildings.
<b>Facility Maintenance Division</b>	Responsible for both the initial and detailed assessment of all City buildings.
<b>Police Department</b>	Provide initial assessment of damage observed, identify impacts to critical facilities.
<b>Information Technology Division</b>	Provide initial and detailed assessments of damage to City telecommunications systems.
<b>Upland Police Dispatch Centers</b>	Provide immediate assessment of center structural integrity to determine its continued availability or use.
<b>Medical Centers</b>	Report damage estimates for hospitals.
<b>School District</b>	Report condition of school buildings.
<b>Utilities: Electric, Gas, and Other</b>	Assess damage to water systems, utilities and infrastructure. Report condition of buildings.
<b>Finance/Risk Management</b>	Utilize damage assessment information to correlate, verify, and document damage assessment losses in dollar values. Coordinate with Office of Emergency Services.
<b>Office of Emergency Services/ Emergency Services Officer</b>	Compile damage assessment data for transmission to SBC OES. During EOC activation this responsibility would be completed by the Damage Assessment Unit in the Planning/Intelligence Section.



Procedures for conducting detailed surveys to be used in disaster project applications include the following:

**Safety Concerns:**

- Identifying gas, water, and sewer leaks
- Ensuring utilities are turned off in unsafe or damaged structures
- Securing hazardous materials sites and preparing a clean-up plan
- Ensuring unsafe buildings are vacated, clearly marked, and access restricted
- Implementing safety precautions to be undertaken by emergency workers

**Structural Damage:**

Type and extent of damage information collected by survey teams:

- Destroyed - Cost of repair is more than 75% of value.
- Major Damage - Cost of repair is greater than 10% of value.
- Minor Damage - Cost of repair is less than 10% of value.

Note: Damages are limited to structure, not contents. Structural Categories (Private Property)

- 1 to 3 - Homes, includes Town Homes and Condominiums
- 4 - Mobile Homes
- 5 - Rental Units
- 6 - Farm Dwellings
- 7 - Businesses

**13.5 Recovery Documentation**

Recovery documentation and reporting are essential to recovering eligible emergency response and recovery costs. Timely damage/safety assessments, documentation of all incident activities and accurate reporting will be critical in establishing the basis for eligibility of disaster assistance programs.

Documentation is essential to recovering expenditures related to emergency response and recovery operations. For each jurisdiction and special district, documentation must begin at the field response level and continue throughout the operation of their EOC as the disaster unfolds.

San Bernardino County Office of Emergency Services (County OES) is responsible for coordinating the preparation of the appropriate documentation for an incident and for



development/ filing of specific recovery reports to State OES based on Initial Damage Estimates (IDEs) submitted by the impacted jurisdiction(s).

An IDE report will be prepared by City staff and forwarded to County OES via WebEOC. If WebEOC is not operational, the IDE form may be filled out and faxed or e-mailed to SBC OES. Confirm that County OES received the IDE via telephone or radio. **(See Figure 13.5.1: Initial Damage Estimate (IDE) Form)**

IDEs should be submitted as soon as possible after an incident occurs. Information contained in the City’s report will be combined with information sent from other cities/towns in the OA and included in the County’s IDE report. The County IDE will be submitted to the State to support a request for a gubernatorial proclamation and presidential declaration.

The damage assessment documentation information should include the location and extent of damage and estimate of costs for debris removal, emergency work, and repairs to damaged facilities to pre-disaster condition. The cost of compliance with building codes for new construction, repair, and restoration will also be documented. The cost of improving facilities may be included under federal mitigation programs.

**Figure 13.5.1: Initial Damage Estimate (IDE) Form**

Initial Damage Estimate						
Incident: WebEOC Exercise				<a href="#">IDE General Instructions</a>		
Organization:	City of San Bernardino					
Type of Agency:	City and Town					
Originating Position:	CT - SBC - EOC Management					
Prepared By:						
Phone Number:						
Fax Number:						
Email Address:						
<b>Part I: Individual Assistance (Private Property) (Cumulative)</b>						
Type of Property	# Destroyed	# Major Damage	# Minor Damage	# Affected	Estimated Loss \$	Insured (%)
Home/Residences	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Business - Physical Damage	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Business - Economic Loss	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Non-Profit Orgs.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Outbuildings/Others	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Part II: Public Assistance (Public Property) (Includes eligible non-profit facilities) (Cumulative)</b>						
Type of Property	Personnel OT Costs	Number of Sites	Estimated Dollar Loss	Insured (%)		
Category A: Debris Removal	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
Category B: Emergency Protective Measures	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
Category C: Roads and Bridges (Not FHWA System)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
Category C: FHWA System Only	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
Category D: Water Control Facilities (levees, dams, & channels)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
Category E: Public Buildings and Equipment Loss	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
Category F: Public Utilities	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
Category G: Parks and Recreation Facilities - Airports	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
<b>Part III: Agriculture and Other</b>						
	# Business Staff		Estimated Loss \$			
Unemployed (any business)	<input type="text"/>		<input type="text"/>			
Agricultural Crop Damage			<input type="text"/>			
Agricultural Physical (Infrastructure)			<input type="text"/>			



### **13.6 Recovery Reporting/After Action Reports**

Along with the IDE report to be filed with State OES, there are several other recovery related reports that are the responsibility of the City. Such reports include the After Action Report and the After Action Questionnaire within ninety (90) days of the close of the incident period.

The after-action report will provide at a minimum:

- Response actions taken
- Applications to SEMS
- Suggested modifications to SEMS
- Necessary mediation to plans and procedures
- Identified training needs
- Recovery activities to date

The After-Action report documents the City's response activities and identifies areas of concern and success. It will also be utilized to develop a work plan for implementing improvements (post-disaster mitigation).

The After-Action report is a composite of documents submitted by all functions and provides a broad perspective of the incident. It references more detailed documents and addresses all areas specified in regulations.

It includes all documents generated by the response phase and data gathered from interviews of emergency responders. It will coordinate with but not encompass the post-disaster hazard mitigation plan. However, hazard mitigation efforts may be included in the "recovery actions to date" portion of the After-Action report.

The City of Upland's Director of Emergency Services will be responsible for the completion and distribution of the After-Action report and will send it to the OA and to Cal OES within the required 90-day period. **(See Figure 13.6.1: After-Action/ Corrective Action Report Template).**



**Figure 13.6.1: After-Action/Corrective Action Report Template**

**AFTER ACTION/CORRECTIVE ACTION (AA/CA) REPORT SURVEY TEMPLATE**  
 for responses to

**[Incident Name]**

**[Affected Operational Areas]**

**GENERAL INFORMATION**

Information Needed	Text goes in text boxes below.
<b>Name of Agency:</b>	
<b>Type of Agency:</b> * (Select one) * City, County, Operational Area (OA), State agency (State), Federal agency (Fed), special district, Tribal Nation Government, UASI City, non-governmental or volunteer organization, other.	
<b>OES Admin Region:</b> (Coastal, Inland, or Southern)	
<b>Completed by:</b>	
<b>Date report completed:</b>	
<b>Position: (Use SEMS/NIMS positions)</b>	
<b>Phone number:</b>	
<b>Email address:</b>	
<b>Dates and Duration of event:</b> (Beginning and ending date of response - using mm/dd /yyyy)	



**CITY OF UPLAND**  
**Emergency Operations Plan**  
**Part I – Basic Plan**

**Part I - Section 13:**  
**Recovery**

**PLANNING/INTELLIGENCE (Situation analysis, documentation, GIS, etc.)**

	Satisfactory	Needs Improvement
<b>Overall Assessment of Function (check one)</b>		

**If “needs improvement” please briefly describe improvements needed:**

Planning	
Training	
Personnel	
Equipment	
Facilities	

**LOGISTICS (Services, support, facilities, etc.)**

	Satisfactory	Needs Improvement
<b>Overall Assessment of Function (check one)</b>		

**If “needs improvement” please briefly describe improvements needed:**

Planning	
Training	
Personnel	
Equipment	
Facilities	

**FINANCE/ADMINISTRATION (Purchasing, cost unit, etc.)**

	Satisfactory	Needs Improvement
<b>Overall Assessment of Function (check one)</b>		

**If “needs improvement” please briefly describe improvements needed:**

Planning	
Training	
Personnel	
Equipment	
Facilities	



**CITY OF UPLAND**  
**Emergency Operations Plan**  
**Part I – Basic Plan**

**Part I - Section 13:**  
**Recovery**

AFTER ACTION REPORT QUESTIONNAIRE  
 (The responses to these questions can be used for additional SEMS/NIMS evaluation)

Response/Performance Assessment Questions	yes	no	Comments
1. Were procedures established and in place for responding to the disaster?			
2. Were procedures used to organize initial and ongoing response activities?			
3. Was the ICS used to manage field response?			
4. Was Unified Command considered or used?			
5. Was the EOC and/or DOC activated?			
6. Was the EOC and/or DOC organized according to SEMS?			
7. Were sub-functions in the EOC/DOC assigned around the five SEMS functions?			
8. Were response personnel in the EOC/DOC trained for their assigned position?			
9. Were action plans used in the EOC/DOC?			
10. Was the action planning process used at the field response level?			
11. Was there coordination with volunteer agencies such as the Red Cross?			
12. Was an Operational Area EOC activated?			
13. Was Mutual Aid requested?			
14. Was Mutual Aid received?			
15. Was Mutual Aid coordinated from the EOC/DOC?			
16. Was a MAC group established at the EOC/DOC level? Were they involved with the shift briefings?			
17. Were communications established and maintained between agencies?			
18. Was the public alert and warning conducted according to procedure?			
19. Was public safety and disaster information coordinated with the media through the JIC?			
20. Were risk and safety concern addressed?			
21. Did event use Emergency Support Function (ESFs) or Emergency Functions (EFs) effectively?			
22. Was communications inter-operability an issue?			



**CITY OF UPLAND**  
**Emergency Operations Plan**  
**Part I – Basic Plan**

**Part I - Section 13:**  
**Recovery**

Additional Questions

23. What response actions were taken by your agency? Include such things as mutual aid, number of personnel, equipment and other resources. *Note: Provide statistics on number of personnel and number/type of equipment used during this event. Describe response activities in some detail.*

24. As you responded, was there any part of SEMS/NIMS that did not work for your agency? If so, how would (did) you change the system to meet your needs?

25. As a result of your response, did you identify changes needed in your plans or procedures? Please provide a brief explanation.

26. As a result of your response, please identify any specific areas needing training and guidance that are not covered in the current SEMS Approved Course of Instruction or SEMS Guidelines.

27. If applicable, what recovery activities have you conducted 60 days or less from the end of the incident? Include such things as damage assessment surveys, hazard mitigation efforts, reconstruction activities, and claims filed.

28. Were there any Access and Functional Needs issues identified during your response? If so, please provide a brief explanation.

29. Were there any issues related to Public Information for this incident? If so, please provide a brief explanation.

**NARRATIVE**

Use this section for additional comments.



**POTENTIAL CORRECTIVE ACTIONS**

Identify issues, recommended solutions to those issues, and agencies that might be involved in implementing these recommendations. Also, address any problems noted in the SEMS/NIMS Function Evaluation.

Indicate whether issues are an internal agency specific or have broader implications for emergency management. (Code: I= Internal; R =Regional, for example, OES Mutual Aid Region, Administrative Regions, geographic regions, S=Statewide implications)

Code	Issue or Problem Statement	Corrective Action / Improvement Plan	Agency(s)/ Depts. To Be Involved	Point of Contact Name / Phone	Estimated Date of Completion

**13.7 Recovery Disaster Assistance**

When requesting implementation of disaster assistance programs, some key areas of concern must be adequately addressed. These areas include the needs of distinct groups, disaster assistance available at each level of declaration, and the level of detail required on each request for disaster assistance.

***13.7.1 Local Assistance Center (LAC)***

Local Assistance Centers (LACs) are opened by local governments to assist communities by providing a centralized location for services and resource referrals for unmet needs following a disaster or significant emergency. The LAC is normally staffed and supported by local, state, and federal agencies, as well as non-profit and voluntary organizations.

The LAC provides a “one-stop” facility at which individuals, families, and businesses can access available disaster assistance programs and services. As more federal resources arrive, a state-federal Disaster Assistance Center (DAC) may be collocated with the LACs.

***13.7.2 Individual Assistance (IA) Program***

The disaster individual assistance programs have been developed for the needs of four distinct groups:

- **Individuals:** may receive loans or grants for real and personal property, dental, funeral, medical, transportation, unemployment, sheltering, and rental assistance, depending on the extent of damage.
- **Businesses:** (including agriculture interests) may obtain loans that are often made available through the United States Small Business Administration (SBA), to assist with physical and economic losses as a result of a disaster or an emergency.
- **Agriculture:** programs exist for agricultural or other rural interests through the United States Department of Agriculture, including assistance for physical and production losses.



- **Government:** funds and grants are available to government and certain non-profit organizations to repair, reconstruct, and mitigate the risk of future damage. A state grant program is available to local governments to respond and recover from disasters. Federal grant programs are available to assist governments and certain non-profit organizations in responding to and recovering from disasters.

**13.7.3 Public Assistance (PA) Program**

The Public Assistance Program provides Federal disaster grant assistance for the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of certain Private Non-Profit (PNP) organizations. The Federal share of assistance is not less than 75% of the eligible cost for emergency measures and permanent restoration. The State determines how the non-Federal share (up to 25%) is split with the applicants.

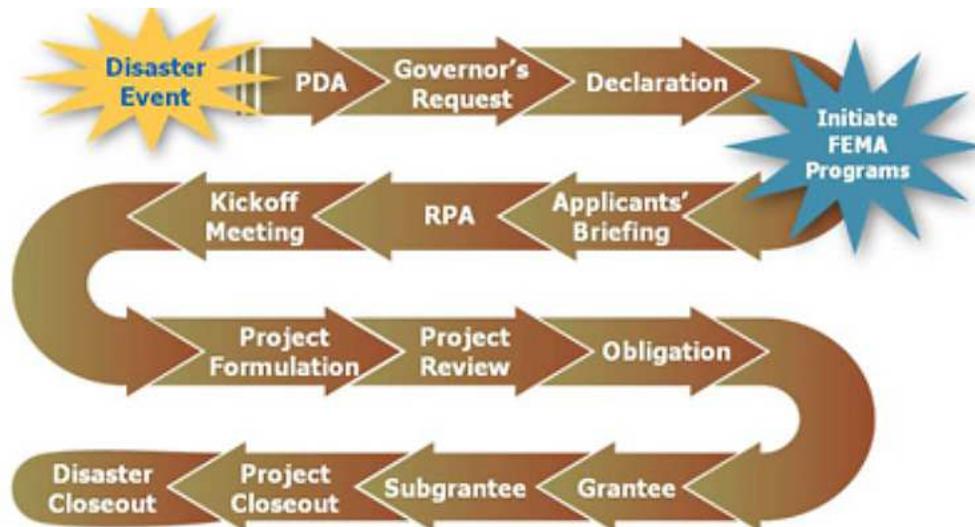
**Eligible Applicants:**

- Eligible applicants include the States, local governments, Indian Tribes and certain PNP organizations.
- Eligible PNP facilities must be open to the public and perform essential services of a governmental nature

**Eligible Work:**

- Debris removal; emergency work necessary to save lives, protect public health and safety and protect property;
- Restoration of damaged facilities, including buildings, equipment and infrastructure and also to pre-disaster design and function; and/or
- Implementation of cost-effective hazard mitigation measures during repairs to damaged facilities to reduce the risk of future damage to those facilities.

The funding process consists of the following steps:





### ***13.7.5 Hazard Mitigation Grant Program (HMGP)***

The Hazard Mitigation Grant Program (HMGP) provides grants to states and local governments to implement long-term hazard mitigation measures after a major disaster declaration. The purpose of the HMGP is to reduce the loss of life and property due to natural disasters and enable mitigation measures to be implemented during the immediate recovery from a disaster. The HMGP is authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

The HMGP is only available to applicants that reside within a federally declared disaster area. Eligible applicants are:

- State and local governments;
- Indian tribes or other tribal organizations; and
- Certain non-profit organizations.

Although individuals may not apply directly to the state for assistance, local governments may sponsor an application on their behalf.

The amount of funding available for the HMGP under a particular disaster declaration is limited. The program may provide a state with up to 7.5 percent of the total disaster grants awarded by the Federal Emergency Management Agency (FEMA). States that meet higher mitigation planning criteria may qualify for a higher percentage under the Disaster Mitigation Act of 2000. FEMA can fund up to 75 percent of the eligible costs of each project. The grantee must provide a 25 percent match.



**CITY OF UPLAND**  
**Emergency Operations Plan**  
**Part I – Basic Plan**

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## **SECTION 14: ADMINISTRATION AND LOGISTICS**

### **14.1 Administration**

For the City of Upland, the administrative actions prior to an emergency include:

- An established written Emergency Operations Plan (EOP) and Standard Operating Procedures (SOPs) as needed
- Develop an Emergency Operations Training and Exercise Plan
- Track emergency services training records
- Document drills and exercises to include the critiques
- Include non-government organizations in the City's emergency planning activities

The administrative actions during and after an emergency include:

- Maintain written log-type records
- Issue press releases
- Submit status reports, requests for assistance and initial damage assessment requests to the OA EOC
- Utilize pre-established bookkeeping and accounting methods to track and maintain records of expenditures and obligations
- Document recovery operations

### **14.2 Logistics**

For the City of Upland, logistics before an emergency include:

- Maintaining an accurate list of city-owned equipment and resources
- Stockpile supplies
- Designate emergency facilities (i.e., shelter sites)
- Establish mutual aid agreements
- Prepare a resource contact list (vendors, open PO's, emergency contact information, etc.) Logistics during an emergency include:
  - Move emergency equipment into place
  - Arrange for food and transportation
  - Arrange for shelter facilities
  - Request mutual aid as needed
  - Provide backup power and communications as needed



**CITY OF UPLAND**  
**Emergency Operations Plan**  
**Part I – Basic Plan**

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## **SECTION 16: STANDARD OPERATING PROCEDURE (SOP) DEVELOPMENT**

The City of Upland Emergency Plan is intended to be used in conjunction with County and State agency plans and associated Standard Operating Procedures (SOPs). Where supporting plans are inconsistent with the general principles described in the EOP, the City plan will supersede supporting plans.

SOPs for the City are being developed separately to support the EOP and provide details for how a particular function or task will be carried out during an emergency. For example:

- Guidance information
- Responsibilities of responding employees/agencies
- Procedures
- Personnel Assignments
- Contact Lists
- Equipment Lists
- Forms

SOPs provide the purpose, authority, duration, and details for the preferred method of performing a single function or a number of interrelated functions in a uniform manner. SOPs must also facilitate the need to carry out actions under conditions that may not have been anticipated when the SOP was drafted. For example, it may be necessary to consider alternative procedures that solve a problem in order to perform in a more time-efficient or cost-efficient way.



**CITY OF UPLAND**  
**Emergency Operations Plan**  
**Part I – Basic Plan**

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## **SECTION 17: TRAINING AND EXERCISES**

Training and exercise are key components to successful emergency planning and emergency response. The City of Upland is committed to training its personnel and exercising its emergency-related plans to the highest degree possible. An Emergency Management Multi-Year Training and Exercise Plan is developed by County OES to assist in making this commitment a reality.

### **17.1 Training**

All City Employees are required to complete “Introduction to NIMS” (IS-700) and “Introduction to ICS” (IS-100). Other NIMS classes are given to employees based on their level of responsibility.

In addition to NIMS training, all personnel are required to attend Disaster Service Worker Training. This training incorporates basic ICS principles, as well as department-specific functions during an emergency.

The Disaster Service Worker Training also designates every employee into one of four categories (Responder, EOC, COOP – Continuity of Operation, and EOC). This program helps employees recognize their importance in the City’s emergency response regardless of what title or role they fill in their day-to-day duties.

### **17.2 Exercises**

Exercises provide personnel the opportunity to test their skills. It also provides plan writers the opportunity to test their plans and procedures in a simulated (and safe) setting. There are several types of exercises that can be used to accomplish this. The City uses a variety of exercise types depending upon what is being tested and the level of experience of those participating.

#### ***17.2.1 Seminars/Workshops***

This is a low key, non-stressed training approach in which members of the emergency organization are “walked” through required procedures and plans. This approach is best used as an introduction to specific subject matter and to clarify roles and responsibilities.

#### ***17.2.2 Tabletop***

This is an activity in which targeted personnel (elected or appointed officials and key staff) are presented with simulated emergency situations without time constraints. It is usually informal, held in a conference room environment, and is designed to elicit constructive discussion by the participants as they attempt to resolve problems based on existing emergency operations plans.



The purpose is for the participants to evaluate policy, plans and procedures and resolve coordination and responsibilities in a non-threatening format.

### ***17.2.3 Functional Exercise***

This activity - also known as a Sub-System Exercise - is designed to test and/or evaluate the capability of an individual function (e.g., communications, care and shelter) or complex activity within a function. It is applicable where the activity is capable of being effectively evaluated in isolation from other emergency functions.

### ***17.2.4 Full Scale Exercise***

This exercise is intended to evaluate the operational capability of emergency management systems in an interactive manner. It involves testing of a major portion of the basic elements existing within emergency operations plans and organizations. This type of exercise includes the mobilization of personnel and resources and the actual movement of emergency workers, equipment, and resources required to demonstrate coordination and response capability.

The federal government, through FEMA, promulgates the Homeland Security Exercise and Evaluation Program (HSEEP), which is a standardized methodology for exercise design, development, conduct, evaluation and improvement to ensure homeland security and terrorist response capabilities are adequately tested and exercised.

The City of Upland uses the HSEEP model. The City's Emergency Services Officer (ESO) is responsible for implementing HSEEP and is the primary resource in the City for conducting the various emergency preparedness exercises throughout the year.



**CITY OF UPLAND**  
**Emergency Operations Plan**  
**Part I – Basic Plan**

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# CITY OF UPLAND Emergency Operations Plan (EOP)

## Part II – Functional Annex

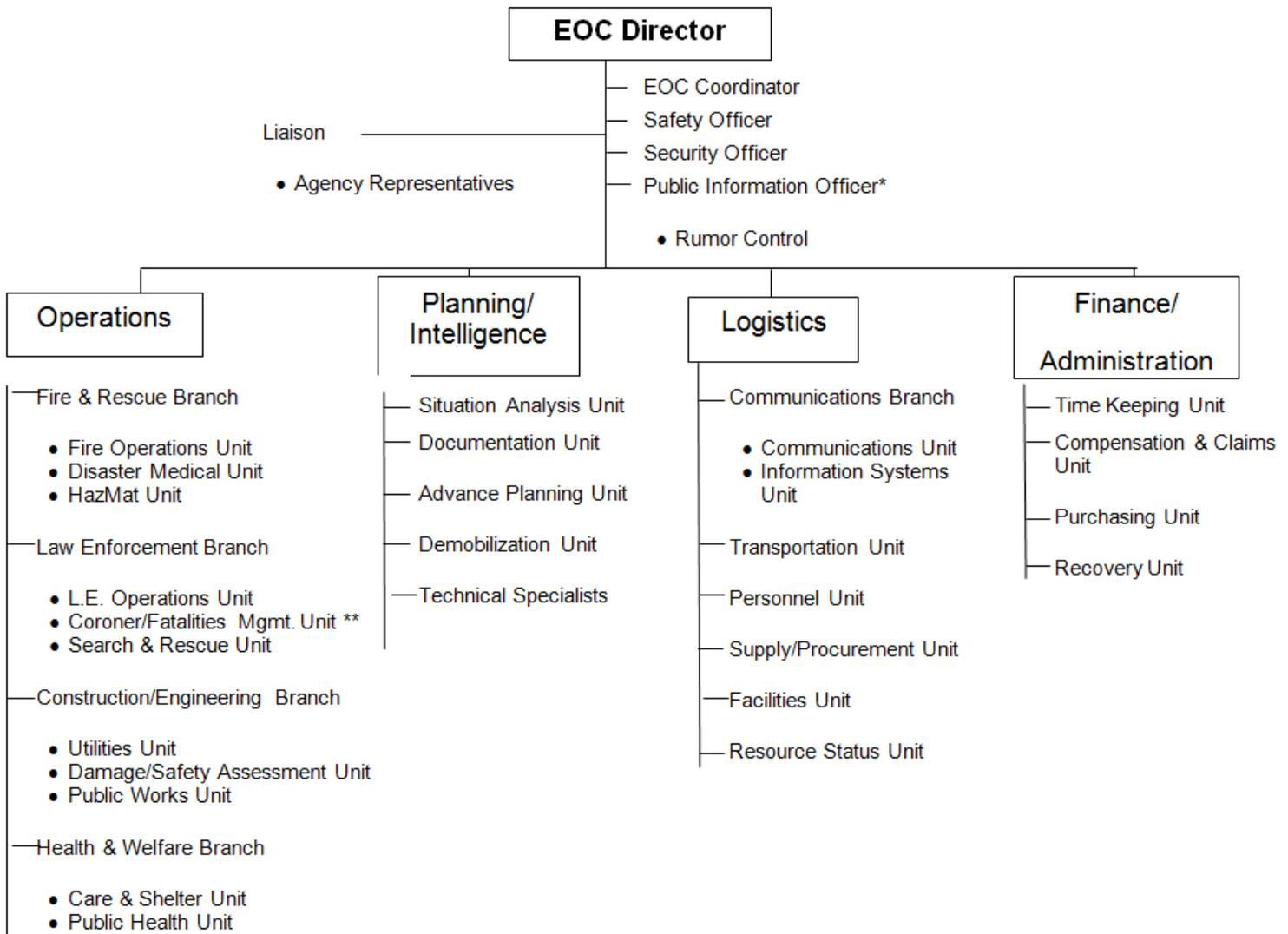




**PART II – FUNCTIONAL ANNEX**

**1.1 SEMS EOC Position Checklists**

The following checklists are extracted from the state planning guide SEMS Local Government EOC Position Checklists. They are based on the generic SEMS operating structure shown below. The EOC Director may alter this generic structure as needed based on operational requirements.



## ***1.2 Generic Checklist (All Positions)***

### **Activation Phase:**

- Check in with the Personnel Unit (in Logistics) upon arrival at the EOC.
- Report to EOC Director, Section Chief, Branch Coordinator, or other assigned Supervisor.
- Set up your workstation and review your position responsibilities.
- Ensure WebEOC is operational.
- Establish and maintain a position log (hard copy ICS 214 or in WebEOC) which chronologically describes your actions taken during your shift.
- Determine your resource needs, such as a computer, phone, plan copies, and other reference documents.

### **Demobilization Phase:**

- Deactivate your assigned position and close out logs when authorized by the EOC Director.
- Complete all required forms, reports, and other documentation. All forms should be submitted through your supervisor to the Planning/Intelligence Section, as appropriate, prior to your departure.
- Be prepared to provide input to the after-action report.
- If another person is relieving you, ensure they are thoroughly briefed before you leave your work station.
- Clean up your work area before you leave.
- Leave a forwarding phone number where you can be reached.

## **1.3 Management Section**

### **1.3.1 EOC Director**

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Establish the appropriate Staffing level for the EOC and continuously monitor organizational effectiveness ensuring that appropriate modifications occur as required.
2. Exercise overall management responsibility for the coordination between Emergency Response Agencies within the City. In conjunction with the General Staff, set priorities for response efforts. Ensure that all agency actions are accomplished within the priorities established.
3. Ensure that Inter-Agency Coordination is accomplished effectively within the EOC.

#### **Activation Phase:**

- Determine appropriate level of activation based on situation as known.
- Mobilize appropriate personnel for the initial activation of the EOC.
- Respond immediately to EOC site and determine operational status.
- Obtain briefing from whatever sources are available.
- Ensure that the EOC is properly set up and ready for operations.
- Ensure that an EOC check-in procedure is established immediately.
- Ensure that an EOC organization and staffing chart is posted and completed.
- Determine which sections are needed, assign Section Chiefs as appropriate and ensure they are staffing their sections as required.
  - o Operations Section Chief
  - o Logistics Section Chief
  - o Planning/Intelligence Section Chief
  - o Finance/Administration Chief
- Determine which Management Section positions are required and ensure they are filled as soon as possible.
  - o Liaison Officer
  - o EOC Coordinator
  - o Public Information Branch Coordinator
  - o Safety Officer
  - o Security Officer
- Ensure that telephone and/or radio communications with field responders and the Operational Area EOC are established and functioning.
- Schedule the initial Action Planning meeting.
- Confer with the General Staff to determine what representation is needed at the EOC from other emergency response agencies.
- Assign a liaison officer to coordinate outside agency response to the EOC, and to assist as necessary in establishing an Interagency Coordination Group.

### **Operational Phase:**

- Monitor general staff activities to ensure that all appropriate actions are being taken.
- In conjunction with the Public Information Unit, conduct news conferences and review media releases for final approval, following the established procedure for information releases and media briefings.
- Ensure that the Liaison Officer is providing for and maintaining effective interagency coordination.
- Based on current status reports, establish initial strategic objectives for the City EOC.
- In coordination with Management Staff, prepare management function objectives for the initial Action Planning Meeting.
- Convene the initial Action Planning meeting. Ensure that all Section Chiefs, Management Staff, and other key agency representatives are in attendance. Ensure that appropriate Action Planning procedures are followed (refer to Planning/Intelligence Section, "Action Planning Job Aid"). Ensure the meeting is facilitated appropriately by the Planning/Intelligence Section.
- Once the Action Plan is completed by the Planning/Intelligence Section, review, approve and authorize its implementation.
- Conduct periodic briefings with the general staff to ensure strategic objectives are current and appropriate.
- Conduct periodic briefings for elected officials or their representatives.
- Formally issue Emergency Proclamation for the City, and coordinate local government proclamations with other emergency response agencies, as appropriate.
- Brief your relief at shift change, ensuring that ongoing activities are identified and follow-up requirements are known.

### **Demobilization Phase:**

- Authorize demobilization of sections, branches and units when they are no longer required.
- Notify the Operational Area EOC, and other appropriate organizations of the planned demobilization, as appropriate.
- Ensure that any open actions not yet completed will be handled after demobilization.
- Ensure that all required forms or reports are completed prior to demobilization.
- Be prepared to provide input to the after action report.
- Deactivate the City EOC at the designated time, as appropriate.
- Proclaim termination of the emergency response and proceed with recovery operations.

### 1.3.2 EOC Coordinator (ESC)

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Facilitate the overall functioning of the EOC.
2. Assist and serve as an advisor to the EOC Director and General Staff as needed, providing information and guidance related to the internal functions of the EOC and ensure compliance with operational area emergency plans and procedures.
3. Assist the Liaison Officer in ensuring proper procedures are in place for directing agency representatives and conducting VIP/visitor tours of the EOC.

#### **Activation Phase:**

- Follow generic Activation Phase Checklist.
- Assist the EOC Director in determining appropriate staffing for the EOC.
- Provide assistance and information regarding section staffing to all general staff.

#### **Operational Phase:**

- Assist the EOC Director and the General Staff in developing overall strategic objectives as well as section objectives for the Action Plan.
- Advise the EOC Director on procedures for enacting emergency proclamations, emergency ordinances and resolutions, and other legal requirements.
- Assist the Planning/Intelligence Section in the development, continuous updating, and execution of the EOC Action Plan.
- Provide overall procedural guidance to General Staff as required.
- Provide general advice and guidance to the EOC Director as required.
- Ensure that all notifications are made to the Operational Area EOC.
- Ensure that all communications with appropriate emergency response agencies are established and maintained.
- Assist EOC Director in preparing for and conducting briefings with Management Staff, the BOS, the media, and the general public.
- Assist the EOC Director and Liaison Officer, in establishing and maintaining an Interagency Coordination Group comprised of outside agency representatives and executives not assigned to specific sections within the EOC.
- Assist the Liaison Officer with coordination of all EOC visits.
- Provide assistance with shift change activity as required.

#### **Demobilization Phase:**

- Follow generic Demobilization Phase Checklist.

### 1.3.3 Public Information Branch Coordinator

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Serve as the coordination point for all media releases.
2. Represent the jurisdiction as the lead Public Information Officer.
3. Ensure that the public within the affected area receives complete, accurate, and consistent information about life safety procedures, public health advisories, relief and assistance programs and other vital information.
4. Coordinate media releases with Public Information Officers representing other affected emergency response agencies within the City as required.
5. Develop the format for press conferences, in conjunction with the EOC Director.
6. Maintaining a positive relationship with the media representatives.
7. Supervising the Public Information Branch.

#### **Activation Phase:**

- Follow generic Activation Phase Checklists.
- Determine staffing requirements and make required personnel assignments for the Public Information Branch as necessary.

#### **Operational Phase:**

- Obtain policy guidance from the EOC Director with regard to media releases.
- Keep the EOC Director advised of all unusual requests for information and of all major critical or unfavorable media comments. Recommend procedures or measures to improve media relations.
- Coordinate with the Situation Status Unit and identify method for obtaining and verifying significant information as it is developed.
- Develop and publish a media briefing schedule, to include location, format, and preparation and distribution of hand-out materials.
- Implement and maintain an overall information release program.
- Establish a Joint Information Center (JIC), as required, providing necessary space, materials, telephones, and electrical power.
- Maintain up-to-date status boards and other references at the media information center.
  
- Provide adequate staff to answer questions from members of the media.
- Interact with other City EOC as well as Operational Area EOC PIOs and obtain information relative to public information operations.
- Develop content for state Emergency Alert System (EAS) releases if available.
- Monitor EAS releases as necessary.
- In coordination with other EOC sections and as approved by the EOC Director, issue timely and consistent advisories and instructions for life safety, health, and assistance for the public.

- At the request of the EOC Director, prepare media briefings for members of the City Council and provide other assistance as necessary to facilitate their participation in media briefings and press conferences.
- Ensure that a rumor control function is established to correct false or erroneous information.
- Ensure that adequate staff is available at incident sites to coordinate and conduct tours of the disaster areas.
- Provide appropriate staffing and telephones to efficiently handle incoming media and public calls.
- Prepare, update, and distribute to the public a Disaster Assistance Information Directory, which contains locations to obtain food, shelter, supplies, health services, etc.
- Ensure that announcements, emergency information and materials are translated and prepared for access and functional needs populations (non-English speaking, hearing impaired, etc.).
- Monitor broadcast media, using information to develop follow-up news releases and rumor control.
- Ensure that file copies are maintained of all information released.
- Provide copies of all media releases to the EOC Director.
- Conduct shift change briefings in detail, ensuring that in-progress activities are identified and follow-up requirements are known.
- Prepare final news releases and advise media representatives of points-of-contact for follow-up stories.

**Demobilization Phase:**

- Follow generic Demobilization Phase Checklist.

### **1.3.4 Rumor Control Unit Leader**

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Provide staffing for rumor control telephone bank.
2. Establish a "Disaster Hotline" with an up-to-date recorded message.
3. Supervise the Rumor Control Unit.

#### **Activation Phase:**

- Follow generic Activation Phase Checklist.

#### **Operational Phase:**

- Obtain "confirmed" disaster information.
- Operate a telephone bank for receiving incoming inquiries from the general public.
- Correct rumors by providing factual information based on confirmed data.
- Establish a "Disaster Hotline" recorded message and provide updated message information periodically.
- Refer inquiries from member of the media to the lead Public Information Officer or designated staff.

#### **Demobilization Phase:**

- Follow generic Demobilization Phase Checklist.

### 1.3.5 Liaison Officer

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Oversee all liaison activities, including coordinating outside agency representatives assigned to the EOC and handling requests from other EOCs for EOC agency representatives.
2. Establish and maintain a central location for incoming agency representatives, providing workspace and support as needed.
3. Ensuring that position specific guidelines, policy directives, situation reports, and a copy of the EOC Action Plan is provided to Agency Representatives upon check-in.
4. In conjunction with the EOC Coordinator, provide orientations for VIPs and other visitors to the EOC.
5. Ensuring that demobilization is accomplished when directed by the EOC Director.

#### **Activation Phase:**

- Follow generic Activation Phase Checklist.
- Obtain assistance for your position through the Personnel Unit in Logistics, as required.

#### **Operational Phase:**

- Contact Agency Representatives already on-site, ensuring that they:
  - Have signed into the EOC, understand their assigned functions, know their work locations, and understand EOC organization and floor plan.
- Determine if additional representation is required from:
  - Other agencies, volunteer organizations, private organizations, utilities not already represented.
- In conjunction with the EOC Director and EOC Coordinator, establish and maintain an Interagency Coordination Group comprised of outside agency representatives and executives not assigned to specific sections within the EOC.
- Assist the EOC Director and EOC Coordinator in conducting regular briefings for the Interagency Coordination Group and with distribution of the current EOC Action Plan and Situation Report.
- Request that Agency Representatives maintain communications with their agencies and obtain situation status reports regularly.
- With the approval of the EOC Director, provide agency representatives from the EOC to other EOCs as required and requested.
- Maintain a roster of agency representatives located at the City EOC. Roster should include assignment within the EOC (Section or Interagency Coordination Group). Roster should be distributed internally on a regular basis.

**Demobilization Phase:**

- Follow generic Demobilization Phase Checklist.
- Release agency representatives that are no longer required in the City EOC when authorized by the EOC Director.

### 1.3.6 Agency Representatives

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Agency Representatives should be able to speak on behalf of their agencies, within established policy limits, acting as a liaison between their agencies and the EOC.
2. Agency Representatives may facilitate requests to or from their agencies, but normally do not directly act on or process resource requests.
3. Agency Representatives are responsible for obtaining situation status information and response activities from their agencies for the EOC.

#### **Activation Phase:**

- Follow generic Activation Phase Checklist.
- Check in with the Liaison Officer and clarify any issues regarding your authority and assignment, including the functions of other representatives from your agency (if any) in the EOC.
- Establish communications with your home agency; notify the Logistics Section Communications Unit and the Liaison Officer of any communications problems.
- Unpack any materials you may have brought with you and set up your assigned station, request through the Liaison Officer and/or Logistics to obtain necessary materials and equipment.
- Obtain an EOC organization chart, floor plan, and telephone list from the Liaison Officer.
- Contact the EOC sections or branches that are appropriate to your responsibility; advise them of your availability and assigned work location in the EOC.

#### **Operational Phase:**

- Facilitate requests for support or information that your agency can provide.
- Keep current on the general status of resources and activity associated with your agency.
- Provide appropriate situation information to the Planning/Intelligence Section.
- Represent your agency at planning meetings, as appropriate, providing updated briefings about your agency's activities and priorities.
- Keep your agency executives informed and ensure that you can provide agency policy guidance and clarification for the EOC Director as required.
- On a regular basis, inform your agency of the EOC priorities and actions that may be of interest.
- Maintain logs and files associated with your position.

#### **Demobilization Phase:**

- Follow generic Demobilization Phase Checklist.
- When demobilization is approved by the EOC Director, contact your agency and advise them of expected time of demobilization and points of contact for the completion of ongoing actions or new requirements.

- Ensure that you complete all final reports, close out your activity log, and transfer any ongoing missions and/or actions to the Liaison Officer or other appropriate individual.
- Ensure copies of all documentation generated during the operation are submitted to the Planning/Intelligence Section.

### 1.3.7 Safety Officer

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Ensure that all buildings and other facilities used in support of the EOC are in a safe operating condition.
2. Monitor operational procedures and activities in the EOC to ensure they are being conducted in safe manner considering the existing situation and conditions.
3. Stop or modify all unsafe operations outside the scope of the EOC Action Plan, notifying the EOC Director of actions taken.

#### **Activation Phase:**

- Follow generic Activation Phase Checklist.

#### **Operational Phase:**

- Tour the entire EOC facility and evaluate conditions; advise the EOC Director of any conditions and actions which might result in liability, (unsafe layout or equipment set-up, etc.)
- Study the EOC facility and document the locations of all fire extinguishers, emergency pull stations, and evacuation routes and exits.
- Be familiar with particularly hazardous conditions in the facility; take action when necessary.
- Prepare and present safety briefings for the EOC Director and General Staff at appropriate meetings.
- If the event which caused activation was an earthquake, provide guidance regarding actions to be taken in preparation for aftershocks.
- Ensure that the EOC facility is free from any environmental threats - e.g., radiation exposure, air purity, water quality, etc.
- Keep the EOC Director advised of unsafe conditions; take action when necessary.
- Coordinate with the Finance/Administration Section in preparing any personnel injury claims or records necessary for proper case evaluation and closure.

#### **Demobilization Phase:**

- Follow generic Demobilization Phase Checklist.

### 1.3.8 Security Officer

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

- Provide 24-hour security for the EOC.
- Control personnel access to the EOC in accordance with policies established by the EOC Director.

#### **Activation Phase:**

- Follow the generic Activation Phase Checklist.

#### **Operational Phase:**

- Determine the current EOC security requirements and arrange for staffing as needed.
- Determine needs for special access to EOC facilities.
- Provide executive and V.I.P. security as appropriate and required.
- Provide recommendations as appropriate to EOC Director.
- Prepare and present security briefings for the EOC Director and General Staff at appropriate meetings.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

## **1.4 Operations Section**

### ***1.4.1 Operations Section Chief***

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Ensure that the Operations Function is carried out including coordination of response for all operational functions assigned to the EOC.
2. Ensure that operational objectives and assignments identified in the EOC Action Plan are carried out effectively.
3. Establish the appropriate level of branch and unit organizations within the Operations Section, continuously monitoring the effectiveness and modifying accordingly.
4. Exercise overall responsibility for the coordination of Branch and Unit activities within the Operations Section.
5. Ensure that the Planning/Intelligence Section is provided with Branch Status Reports and Major Incident Reports (utilizing the WebEOC formats if available).
6. Conduct periodic Operations briefings for the EOC Director as required or requested.
7. Overall supervision of the Operations Section.

#### **Activation Phase:**

- Follow the generic Activation Phase Checklist.
- Ensure that the Operations Section is set up properly and that appropriate personnel, equipment, and supplies are in place, including maps and status boards.
- Meet with Planning/Intelligence Section Chief; obtain a preliminary situation briefing.
- Based on the situation, activate appropriate branches within the section. Designate Branch Coordinators as necessary.
  - Fire & Rescue
  - Law Enforcement
  - Health and Welfare
  - Construction & Engineering
- Determine need for Mutual Aid.
- Request additional personnel for the section as necessary for 24-hour operation.
- Obtain a current communications status briefing from the Communications Branch Coordinator in Logistics. Ensure that there is adequate equipment and frequencies available for the section.
- Determine estimated times of arrival of section staff from the Personnel Branch in Logistics.
- Confer with the EOC Director to ensure that the Planning/Intelligence and Logistics Sections are staffed at levels necessary to provide adequate information and support for operations.
- Coordinate with the Liaison Officer regarding the need for Agency Representatives in the Operations Section.

- Establish radio or cell-phone communications with Incident Commander(s) operating in the City, and coordinate accordingly.
- Determine activation status of other EOCs in the Operational Area and establish communication links with their Operations Sections if necessary.
- Based on the situation known or forecasted, determine likely future needs of the Operations Section.
- Identify key issues currently affecting the Operations Section; meet with Section personnel and determine appropriate section objectives for the first operational period.
- Review responsibilities of branches in section; develop an Operations Plan detailing strategies for carrying out Operations objectives.
- Adopt a proactive attitude. Think ahead and anticipate situations and problems before they occur.

### **Operational Phase:**

- Ensure that all section personnel are maintaining their individual position logs.
- Ensure that situation and resources information is provided to the Planning/Intelligence Section on a regular basis or as the situation requires, including Branch Status Reports and Major Incident Reports (utilize WebEOC format if available).
- Ensure that all media contacts are referred to the Public Information Branch.
- Conduct periodic briefings and work to reach consensus among staff on objectives for forth-coming operational periods.
- Attend and participate in EOC Director's Action Planning meetings.
- Provide the Planning/Intelligence Section Chief with the Operations Section's objectives prior to each Action Planning meeting.
- Work closely with each Branch Coordinator to ensure that the Operations Section objectives, as defined in the current Action Plan, are being addressed.
- Ensure that the branches coordinate all resource needs through the Logistics Section.
- Ensure that intelligence information from Branch Coordinators is made available to the Planning/Intelligence Section in a timely manner.
- Ensure that fiscal and administrative requirements are coordinated through the Finance/Administration Section (notification of emergency expenditures and daily time sheets).
- Brief the EOC Director on all major incidents.
- Complete a Major Incident Report for all major incidents; forward a copy to the Planning/Intelligence Section.
- Brief Branch Coordinators periodically on any updated information you may have received.
- Share status information with other sections as appropriate.

### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

## 1.4.2 Fire & Rescue Branch Coordinator

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

### Responsibilities:

1. Coordinate fire, disaster medical, hazardous materials, and search and rescue operations in the City.
2. Assist the EOC Fire & Rescue Branch Coordinator in acquiring mutual aid resources, as necessary.
3. Coordinate the mobilization and transportation of all resources through the Logistics Section.
4. Complete and maintain branch status reports (in WebEOC format if available) for major incidents requiring or potentially requiring operational area, state and federal response, and maintain status of unassigned fire & rescue resources in the City.
5. Implement the objectives of the EOC Action Plan assigned to the Fire & Rescue Branch. Overall supervision of the Fire & Rescue Branch.

### Activation Phase:

- Follow the generic Activation Phase Checklist.
- Based on the situation, activate the necessary Units within the Fire & Rescue Branch:
  - Fire Operations Unit
  - Search & Rescue Unit
  - Disaster Medical Unit
  - Hazmat Unit
- If the mutual aid system is activated, coordinate use of City fire resources with the Fire & Rescue Mutual Aid Coordinator.
- Prepare and submit a preliminary branch status report and major incident reports as appropriate to the Operations Section Chief.
- Prepare objectives for the Fire & Rescue Branch; provide them to the Operations Section Chief prior to the first Action Planning meeting.

### Operational Phase:

- Ensure that Branch and Unit position logs and other files are maintained.
- Maintain current status on Fire & Rescue missions being conducted in the City.
- Provide the Operations Section Chief and the Planning/Intelligence Section with an overall summary of Fire & Rescue Branch operational priorities, periodically or as requested during the operational period.
- On a regular basis, complete and maintain the Fire & Rescue Branch Status Report on WebEOC forms if available.
- Refer all contacts with the media to the Public Information Branch.
- Ensure that all fiscal and administrative requirements are coordinated through the Finance/Administration Section (notification of any emergency expenditures and daily time sheets).

- Prepare objectives for the Fire & Rescue Branch for the subsequent operational period; provide them to the Operations Section Chief prior to the end of the shift and the next Action Planning meeting.
- Provide your relief with a briefing at shift change; inform him/her of all ongoing activities, branch objectives for the next operational period, and any other pertinent information.

**Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### 1.4.3 Fire Operations Unit Leader

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Assist Incident Commanders in the field by providing coordination for mutual aid requests to and from the Operational Area Fire / Rescue Mutual Aid Coordinator, as appropriate.
2. Respond to requests for fire resources from the field in a timely manner, following established priorities (life safety, protection of the environment, and protection of property).
3. Monitor and track fire resources utilized during the event.
4. Provide general support to field personnel as required.
5. Supervise the Fire Operations Unit.

#### **Activation Phase:**

- Follow generic Activation Phase Checklist.

#### **Operational Phase:**

- Establish and maintain a position log and other appropriate files.
- Establish and maintain radio or cell-phone communication with the Department Operations Center, or Fire & Rescue Branch at the Field Level.
- Obtain regular status reports on the fire situation from the Department Operations Center or Fire & Rescue Branch at the Field Level.
- Assess the impact of the disaster/event on the City Fire Department's operational capability.
- Establish the objectives of the Fire Operations Unit based on the nature and severity of the disaster, and provide them to the Fire & Rescue Branch Coordinator prior to the first Action Planning meeting.
- Provide fire status updates to the Fire & Rescue Branch Coordinator on a regular basis.
- Evaluate and process all requests for fire Mutual Aid resources through the Operational Area Fire & Rescue Mutual Aid Coordinator.
- If not addressed at the Incident Command Post or DOC, ensure that incident facilities are established (staging areas, etc.) to coordinate incoming fire mutual aid resources, as required.
- In conjunction with Planning/Intelligence, determine if current and forecasted weather conditions will affect fire and rescue operations.
- Inform the Fire & Rescue Branch Coordinator of all significant events that occur.
- Coordinate with the Law Enforcement Branch to determine status of evacuations and shelter locations.
- Assist in establishing camp facilities (or the use of commercial lodging) through the Logistics Section, if not addressed at the ICP or DOC.
- Reinforce the use of proper procedures for media contacts.

**Demobilization Phase:**

- Follow generic Demobilization Phase Checklist.

#### **1.4.4 Disaster Medical Unit Leader**

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

##### **Responsibilities:**

1. Ensure that all available disaster medical resources are identified and mobilized as required.
2. Provide assistance to Incident Command Posts and Department Operations Centers in establishing triage teams.
3. Determine the status of medical facilities within the affected area.
4. Coordinate the transportation of injured victims to appropriate medical facilities as required.
5. Supervise the disaster Medical Unit.

##### **Activation Phase:**

- Follow generic Activation Phase Checklist.

##### **Operational Phase:**

- Establish and maintain position logs and other necessary files.
- Work closely with all Operations Section Branch Coordinators to determine the scope of disaster medical assistance required.
- Determine the status and availability of medical mutual aid resources in the operational area; specifically paramedics and ambulances.
- Establish radio or telephone communication with area hospitals and other medical facilities to determine their capability to treat disaster victims.
- Determine status and availability of specialized treatment such as burn centers.
- Assist the Search and Rescue Unit Leader in providing triage for extricated victims.
- Coordinate with the Logistics Section to acquire suitable transportation for injured victims as required or requested.
- Establish and maintain communication with the Operational Area EOC and determine status and availability of medical resources.
- Coordinate with the Logistics Section to obtain necessary supplies and equipment to support disaster medical operations in the field.
- Inform the Fire & Rescue Branch Coordinator of all significant events.
- Reinforce the use of proper procedures for media contacts. This is particularly critical in emergency medical situations where statistical information is requested by the media.

##### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### 1.4.5 Search & Rescue Unit Leader

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Determine the scope of the search and rescue mission and assist in mobilizing Search and Rescue Teams at the request of Department Operations Centers or Field Incident Commanders.
2. Provide search and rescue support as required to other emergency response agencies consistent with established priorities and objectives. Ensure that deployed teams are provided with adequate support.
3. Supervise the Search & Rescue Unit.

#### **Activation Phase:**

- Follow generic Activation Phase Checklist.

#### **Operational Phase:**

- Establish and maintain position log and other appropriate files.
- Work closely with all Operations Section Branch Coordinators to determine the scope of search and rescue assistance required.
- Coordinate with the Fire and Rescue Branch Coordinator to determine missions for search and rescue teams based on established priorities.
- Mobilize and deploy available search and rescue teams to locations within the jurisdiction, or to other emergency response agencies within the Operational Area, in a manner consistent with established policies and priorities.
- Establish radio or cell-phone communication with all deployed search and rescue team leaders to determine the scope of support required.
- Work closely with the Logistics Section to determine the status and availability of search and rescue resources in the Operational Area; specifically, larger jurisdictions who have organized USAR teams.
- Coordinate with the Law Enforcement Branch to determine availability of search dog units.
- Coordinate with Construction and Engineering to provide on-site assistance with rescue operations at the request of team leaders.
- Coordinate with the Disaster Medical Unit to provide on-site assistance to extricated victims requiring medical treatment.
- Coordinate with the coroner's unit to provide on-site assistance in managing fatalities at search locations.
- Ensure that each team leader develops a safety plan for each assigned mission.
- Monitor and track the progress and status of each search and rescue team.
- Ensure that team leaders report all significant events.
- Assist in establishing camp facilities (or commercial lodging) for Search and Rescue Teams through the Logistics Section, if not addressed at the ICP or DOC.

- Inform the Fire & Rescue Branch Coordinator of all significant events.
- Reinforce the use of proper procedures for media contacts. This is particularly critical in instances where the media is seeking statistical information or personal identities of injured victims or fatalities.

**Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

## 1.4.6 Hazmat Unit Leader

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

### **Responsibilities:**

1. Determine the scope of hazardous materials incidents throughout the jurisdiction.
2. Assist in mobilizing Hazmat teams at the request of Department Operations Centers or Field Incident Commanders.
3. Request assistance from and/or provide hazardous materials support as required to Operational Area Emergency Response Agencies consistent with established priorities and objectives.
4. Ensure that deployed teams are provided with adequate support.
5. Supervise the Hazmat Unit.

### **Activation Phase:**

- Follow generic Activation Phase Checklist.

### **Operational Phase:**

- Establish and maintain a position log and other appropriate files.
- Work closely with all Operations Section Branch Coordinators to determine the scope of Hazmat incident response required.
- Coordinate with the Fire and Rescue Branch Coordinator to determine missions for Hazmat teams based on established priorities.
- Mobilize and deploy available Hazmat teams to the City or to other emergency response agencies within the Operational Area, in a manner consistent with the Hazmat Mutual Aid System and established priorities.
- Establish radio or cell-phone communication with all deployed Hazmat teams to determine the scope of support required.
- Work closely with the Logistics Section to determine the status and availability of Hazmat Response Teams in the Operational Area.
- Coordinate with construction and engineering to provide on-site assistance with Hazmat operations at the request of team leaders.
- Coordinate with the Disaster Medical Unit to determine medical facilities where victims of Hazmat incidents can be transported following decontamination.
- Coordinate with the Coroner's Unit to provide on-site assistance in managing fatalities at Hazmat scenes.
- Monitor and track the progress and status of each Hazmat team.
- Ensure that Hazmat Team Leaders report all significant events.
- Assist in establishing camp facilities (or commercial lodging) for Hazmat teams through the Logistics Section, if not addressed at the ICP or DOC.
- Inform the Fire & Rescue Branch Coordinator of all significant events.

- Reinforce the use of proper procedures for media contacts. This is particularly critical in instances where the media is seeking technical information on the hazardous material, statistical information, or personal identities of injured victims or fatalities.

**Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### 1.4.7 Law Enforcement Branch Coordinator

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Coordinate movement and evacuation operations during a disaster.
2. Alert and notify the public of the impending or existing emergency within the City.
3. Coordinate law enforcement and traffic control operations during the disaster.
4. Coordinate site security at incidents.
5. Coordinate Law Enforcement Mutual Aid requests from emergency response agencies through the Law Enforcement Mutual Aid Coordinator at the Operational Area EOC.
6. Supervise the Law Enforcement branch.

#### **Activation Phase:**

- Follow the generic Activation Phase Checklist.
- Based on the situation, activate the necessary Units within the Law Enforcement Branch:
  - Law Enforcement Operations Unit
  - Coroner Unit
- Contact and assist the Operational Area EOC Law Enforcement and Coroner's Mutual Aid Coordinator with the coordination of mutual aid resources.
- Provide an initial situation report to the Operations Section Chief.
- Based on the initial EOC strategic objectives; prepare objectives for the Law Enforcement Branch and provide them to the Operations Section Chief prior to the first Action Planning meeting.

#### **Operational Phase:**

- Ensure that Branch and Unit position logs and other appropriate files are maintained.
- Maintain current status on Law Enforcement missions being conducted in the City.
- Provide the Operations Section Chief and the Planning/Intelligence Section with an overall summary of Law Enforcement Branch operational priorities, periodically or as requested during the operational period.
- On a regular basis, complete and maintain the Law Enforcement Branch Status Report. (Use WebEOC Forms if available).
- Refer all contacts with the media to the Public Information Branch.
- Determine need for Law Enforcement Mutual Aid.
- Determine need for Coroner's Mutual Aid.
- Ensure that all fiscal and administrative requirements are coordinated through the Finance/Administration Section (notification of any emergency expenditures and daily time sheets).
- Prepare objectives for the Law Enforcement Branch for the subsequent Operations period; provide them to the Operations Section Chief prior to the end of the shift and the next Action Planning Meeting.

- Provide your relief with a briefing at shift change, informing him/her of all ongoing activities, branch objectives for the next operational period, and any other pertinent information.

**Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### 1.4.8 Law Enforcement Operations Unit Leader

\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\*

#### Responsibilities:

1. Coordinate requests for Law Enforcement Mutual Aid Resources through the Operational Area Law Enforcement Mutual Aid Coordinator and provide general support to field personnel as required.
2. Establish and maintain communication with Law Enforcement Branch Directors in the field or at the Department Operations Center (DOC) if activated.
3. Respond to requests for Law Enforcement resources from the field in a timely manner, following established priorities (life safety, protection of the environment, and protection of property).
4. Monitor and track law enforcement resources utilized during the event.
5. Supervise the law enforcement operations unit.

#### Activation Phase:

- Follow generic Activation Phase Checklist.

#### Operational Phase:

- Establish and maintain a position log and other appropriate files.
- Establish and maintain radio or cell-phone communication with the Department Operations Center, or Law Enforcement Branch Directors at the field level.
- Obtain regular status reports on the law enforcement situation from the Department Operations Center or Law Enforcement Branch at the field level.
- Assess the impact of the disaster/event on the Police Department's operational capability.
- Establish the objectives of the Law Enforcement Operations Unit based on the nature and severity of the disaster, and provide them to the Law Enforcement Branch Coordinator prior to the first Action Planning meeting.
- If the Department Operations Center is not activated, ensure that the assignment of law enforcement resources are closely monitored and coordinated, and that on-scene time is logged at the field level.
- If not addressed at the ICP or DOC, ensure that incident facilities are established (staging areas, etc.) to coordinate incoming law enforcement mutual aid resources, as required.
- In conjunction with Planning/Intelligence, determine if current and forecasted weather conditions will affect law enforcement operations.
- Coordinate major evacuation activity with the Fire Operations Branch, as required.
- Coordinate with the Care and Shelter Unit to establish suitable shelter locations and appropriate shelter facilities for evacuated population.
- Assist in establishing camp facilities (or commercial lodging) for law enforcement personnel, through the Logistics Section, if not addressed at the ICP or DOC.

- Reinforce the use of proper procedures for media contacts.
- Provide law enforcement status updates to the Law Enforcement Branch Coordinator on a regular basis.
- Evaluate and process all requests for law enforcement resources through the Operational Area Law Enforcement Mutual Aid Coordinator.

**Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### 1.4.9 Coroner Unit

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. At the direction of the County Sheriff/Coroner, establish and oversee an interim system for managing fatalities resulting from the disaster/event.
2. At the direction of the County Sheriff/Coroner, establish and oversee the operation of temporary morgue facilities and maintain detailed records of information relative to each fatality.
3. Supervision of the Coroner Unit.

#### **Activation Phase:**

- Follow generic Activation Phase Checklist.

#### **Operational Phase:**

- Establish and maintain a position log and other appropriate files.
- Ensure that locations where fatalities are discovered are secured.
- Ensure that fatality collection points are established and secured as necessary.
- Ensure that temporary morgue facilities are established in accordance with guidelines established by the County Sheriff/Coroner.
- Request Coroner's Mutual Aid through the County Sheriff/Coroner at the Operational Area EOC as required.
- Procure, through logistics, all necessary fatalities management equipment and supplies, such as temporary cold storage facilities or vehicles, body bags, etc.
- Coordinate with the Search & Rescue Unit to determine location and number of extricated fatalities.
- Ensure that human remains are transported from fatality collection points to temporary morgue(s), if so advised by the County Sheriff/Coroner.
- Assist the County Sheriff/Coroner with identification of remains and notification of next of kin as required.
- In conjunction with local mortuaries and cemeteries, assist with the reburial of any coffins that were surfaced and/or disturbed as a result of the disaster.
- Keep the Law Enforcement Branch Coordinator informed of Coroners Unit activities on a regular basis.
- Inform the Law Enforcement Branch Coordinator and the Public Information Branch of the number of confirmed fatalities resulting from the disaster or event. **(NOTE: This information must be verified with the County Sheriff / Coroner prior to release).**
- Ensure that all media contacts are referred to the Public Information Branch.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### 1.4.10 Construction/Engineering Branch Coordinator

\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\*

#### Responsibilities:

1. Survey all utility systems, and restore systems that have been disrupted, including coordinating with utility service providers in the restoration of disrupted services, and assist other sections, branches, and units as needed.
2. Survey all public and private facilities, assessing the damage to such facilities, and coordinating the repair of damage to public facilities. Survey all other infrastructure systems, such as streets and roads within the City.
3. Supervise the Construction/Engineering Branch.

#### Activation Phase:

- Follow the generic Activation Phase Checklist.
- Based on the situation, activate the necessary units within the Construction/Engineering Branch:
  - Utilities Unit
  - Damage/Safety Assessment Unit
  - Public Works Unit
- Contact and assist the Operational Area Public Works Mutual Aid Coordinator with the coordination of mutual aid resources as necessary.
- Provide an initial situation report to the Operations Section Chief.
- Based on the initial EOC strategic objectives, prepare objectives for the Construction/Engineering Branch and provide them to the Operations Section Chief prior to the first Action Planning meeting.

#### Operational Phase:

- Ensure that branch and unit position logs and other necessary files are maintained.
- Maintain current status on all construction/engineering activities.
- Ensure that damage and safety assessments are being carried out for both public and private facilities.
- Request mutual aid as required through the Operational Area Publics Works Mutual Aid Coordinator.
- Determine and document the status of transportation routes into and within affected areas.
- Coordinate debris removal services as required.
- Provide the Operations Section Chief and the Planning/Intelligence Section with an overall summary of Construction/Engineering Branch activities periodically during the operational period or as requested.
- Ensure that all Utilities and Construction/Engineering Status Reports, as well as the Initial Damage Estimation are completed and maintained. (Utilize WebEOC forms if available).
- Refer all contacts with the media to the Public Information Branch.

- Ensure that all fiscal and administrative requirements are coordinated through the Finance/Administration Section (notification of any emergency expenditures and daily time sheets).
- Prepare objectives for the Construction/Engineering Branch for the subsequent operations period; provide them to the Operations Section Chief prior to the end of the shift and the next Action Planning meeting.
- Provide your relief with a briefing at shift change, informing him/her of all ongoing activities, branch objectives for the next operational period, and any other pertinent information.

**Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### 1.4.11 Utilities Unit Leader

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Assess the status of utilities; provide Utility Status Reports as required.
2. Coordinate restoration of damaged utilities with utility representatives in the City EOC if present, or directly with Utility companies.
3. Supervise the Utilities Unit.

#### **Activation Phase:**

- Follow generic Activation Phase Checklist.

#### **Operational Phase:**

- Establish and maintain a position log and other necessary files.
- Establish and maintain communications with the utility providers for the City.
- Determine the extent of damage to utility systems in the City.
- Coordinate with the Liaison Officer to ensure that agency representatives from affected utilities are available to respond to the City EOC.
- Ensure that all information on system outages is consolidated and provided to the Situation Analysis Unit in the Planning/Intelligence Section.
- Ensure that support to utility providers is available as necessary to facilitate restoration of damaged systems.
- Keep the Public Health Branch Coordinator informed of any damage to sewer and sanitation systems, as well as possible water contamination problems.
- Keep the Construction/Engineering Branch Coordinator informed of the restoration status.
- Complete and maintain the Utilities Status Report (utilize WebEOC forms if available).
- Refer all contacts with the media to the Public Information Branch.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### **1.4.12 Damage/Safety Assessment Unit Leader**

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Collect initial damage/safety assessment information from other branches/units within the Operations Section.
2. If the disaster is winter storm, flood, or earthquake related, ensure that dam inspection teams have been dispatched.
3. Provide detailed damage/safety assessment information to the Planning/Intelligence Section, with associated loss damage estimates.
4. Maintain detailed records on damaged areas and structures.
5. Initiate requests for Engineers from the Operational Area, to inspect structures and/or facilities.
6. Supervise the Damage/Safety Assessment Unit.

#### **Activation Phase:**

- Follow generic Activation Phase Checklist.

#### **Operational Phase:**

- Establish and maintain a position log and other necessary files.
- Obtain initial damage/safety assessment information from Fire & Rescue Branch, Law Enforcement Branch, Utilities Unit and other branches/units as necessary.
- Coordinate with the American Red Cross, utility service providers, and other sources for additional damage/safety assessment information.
- Prepare detailed damage/safety assessment information, including estimate of value of the losses, and provide to the Planning/Intelligence Section.
- Clearly label each structure and/or facility inspected in accordance with ATC-20 standards and guidelines.
- Maintain a list of structures and facilities requiring immediate inspection or engineering assessment.
- Initiate all requests for engineers and building inspectors through the Operational Area EOC.
- Keep the Construction/Engineering Branch Coordinator informed of the inspection and engineering assessment status.
- Refer all contacts with the media to the Public Information Branch.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### 1.4.13 Public Works Unit Leader

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

- Assist other Operation Section Branches by providing construction equipment and operators as necessary.
- Provide heavy equipment assistance to the Damage/Safety Assessment Unit as required.
- Provide emergency construction and repair to damaged roadways. Assist with the repair of utility systems as required.
- Providing flood-fighting assistance, such as sandbagging, rerouting waterways away from populated areas, and river, creek, or stream bed debris clearance.
- Supervise the Public Works Unit.

#### **Activation Phase:**

- Follow generic Activation Phase Checklist.

#### **Operational Phase:**

- Establish and maintain a position log and other necessary files.
- Ensure that appropriate staff is available to assist other emergency responders with the operation of heavy equipment, in coordination with the Logistics Section.
- Ensure that engineering staff are available to assist the Damage/Safety Assessment Unit in inspecting damaged structures and facilities.
- As requested, direct staff to provide flood fighting assistance, clear debris from roadways and water ways, assists with utility restoration, and build temporary emergency structures as required.
- Work closely with the Logistics Section to provide support and materiel as required.
- Keep the Construction/Engineering Branch Coordinator informed of unit status.
- Refer all contacts with the media to the Public Information Branch.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### 1.4.14 Health & Welfare Branch Coordinator

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Safeguard the public health of citizens by ensuring there is an ample supply of potable water, a functioning sanitation system, and vector controls are established, as required.
2. In coordination with volunteer and private agencies, provide clothing, shelter, and other mass care services as required, to disaster victims.
3. Supervise the Health and Welfare Branch.

#### **Activation Phase:**

- Follow the generic Activation Phase Checklist.

#### **Operational Phase:**

- Establish and maintain a Health and Welfare Unit position log and other necessary files.
- Ensure that all potable water supplies remain safe, and free from contaminants.
- Ensure that sanitation systems are operating effectively and not contaminating water supplies.
- Ensure that a vector control plan is established and implemented for the affected area(s).
- Provide the Operations Section Chief and the Planning/Intelligence Section with an overall summary of Health and Welfare Branch operational priorities, periodically during the operations period or as requested.
- Complete and maintain the Care & Shelter Status Reports (utilizing WebEOC forms if available).
- Ensure that the Public Health Branch is available to assist the Coroner Unit in mitigating and managing mass fatality situations.
- Ensure coordination of all mass care activities occurs with the Red Cross and other volunteer agencies as required.
- Prepare objectives for the Health and Welfare Branch for the subsequent operations period; provide them to the Operations Section Chief prior to the end of the shift and the next Action Planning meeting.
- Refer all contacts with the media to the Public Information Branch.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### **1.4.15 Care & Shelter Unit Leader**

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Coordinate directly with the American Red Cross and other volunteer agencies to provide food, potable water, clothing, shelter and other basic needs as required to disaster victims within the City.
2. Assist the American Red Cross with inquiries and registration services to reunite families or respond to inquiries from relatives or friends.
3. Assist the American Red Cross with the transition from mass care to separate family/individual housing.
4. Supervise the Care & Shelter Unit.

#### **Activation Phase:**

- Follow generic Activation Phase Checklist.

#### **Operational Phase:**

- Establish and maintain your position log and other necessary files.
- Coordinate with the Liaison Officer to request an Agency Representative from the American Red Cross. Work with the Agency Representative to coordinate all shelter and congregate care activity.
- Establish communications with other volunteer agencies to provide clothing and other basic life sustaining needs.
- Ensure that each activated shelter meets the requirements as described under the Americans With Disabilities Act.
- Assist the American Red Cross in staffing and managing the shelters to the extent possible.
- In coordination with the American Red Cross, activate an inquiry registry service to reunite families and respond to inquiries from relatives or friends.
- Assist the American Red Cross with the transition from operating shelters for displaced persons to separate family/individual housing.
- Complete and maintain the Care and Shelter Status Report Form (utilize WebEOC forms if available).
- Refer all contacts with the media to the Public Information Branch.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### 1.4.16 Public Health Unit Leader

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Assess the status and availability of potable water within the jurisdiction
2. Assess the status of the sanitation system within the jurisdiction.
3. Inspect and assess emergency supplies such as foodstuffs and other consumables for purity and utility.
4. Assess the need for a vector control plan for the affected disaster area(s) within the jurisdiction.
5. Supervise the Public Health Unit.

#### **Activation Phase:**

- Follow generic Activation Phase Checklist.

#### **Operational Phase:**

- Establish and maintain a position log and other necessary files.
- Coordinate with the Utilities Unit Leader to determine current status of water and sanitation systems.
- If systems are damaged, request assistance from County Public Health to assess drinking water quality and potential health risks from ruptured sewer / sanitation systems.
- Develop a distribution system for drinking water throughout the City as required.
- Contact and coordinate with the Logistics Section, to obtain chemical (portable) toilets and other temporary facilities for the disposal of human waste and other infected waste.
- Inspect emergency supplies to be used in the EOC or by field emergency responders, such as foodstuffs, drugs, and other consumables for purity and utility.
- Determine the need for vector control, and coordinate with County Public Health for Vector control services as required.
- Inform the Health & Welfare Branch Coordinator on all activities of the Public Health Unit periodically during the operational period, or as requested.
- Refer all contacts with the media to the Public Information Branch.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

## **1.5 Planning and Intelligence Section**

### ***1.5.1 Planning/Intelligence Section Chief***

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Ensure that the following responsibilities of the Planning/Intelligence Section are addressed as required:
  - a. Collecting, analyzing, and displaying situation information,
  - b. Preparing periodic Situation Reports,
  - c. Preparing and distributing the EOC Action Plan and facilitating the Action Planning meeting,
  - d. Conducting Advance Planning activities and report,
  - e. Providing technical support services to the various EOC sections and branches, and documenting and maintaining files on all EOC activities.
2. Establish the appropriate level of organization for the Planning/Intelligence Section.
3. Exercise overall responsibility for the coordination of branch/unit activities within the section.
4. Keep the EOC Director informed of significant issues affecting the Planning/Intelligence Section.
5. In coordination with the other Section Chiefs, ensure that Branch Status Reports are completed and utilized as a basis for Situation Status Reports, and the EOC Action Plan.
6. Supervise the Planning/Intelligence Section.

#### **Activation Phase:**

- Follow the generic Activation Phase Checklist.
- Ensure that the Planning/Intelligence Section is set up properly and that appropriate personnel, equipment, and supplies are in place, including maps and status boards.
- Based on the situation, activate branches within section as needed and designate Branch or Unit Leaders for each element:
  - Situation Analysis Unit
  - Advance Planning Unit
  - Documentation Unit
  - Technical Services Unit
- Request additional personnel for the section as necessary to maintain a 24-hour operation.
- Establish contact with the Operational Area EOC when activated, and coordinate Situation Status Reports with their Planning/Intelligence Section.
- Meet with Operations Section Chief; obtain and review any major incident reports.
- Review responsibilities of branches in section; develop plans for carrying out all responsibilities.
- Make a list of key issues to be addressed by Planning/Intelligence; in consultation with section staff, identify objectives to be accomplished during the initial Operational Period.

- Keep the EOC Director informed of significant events.
- Adopt a proactive attitude, thinking ahead and anticipating situations and problems before they occur.

### **Operational Phase:**

- Ensure that Planning/Intelligence position logs and other necessary files are maintained.
- Ensure that the Situation Analysis Unit is maintaining current information for the situation status report.
- Ensure that major incidents reports and branch status reports are completed by the Operations Section and are accessible by Planning Intelligence (utilize WebEOC forms if available).
- Ensure that a situation status report is produced and distributed to EOC Sections and Operational Area EOC at least once, prior to the end of the operational period.
- Ensure that all status boards and other displays are kept current and that posted information is neat and legible.
- Ensure that the Public Information Branch has immediate and unlimited access to all status reports and displays.
- Conduct periodic briefings with section staff and work to reach consensus among staff on section objectives for forthcoming operational periods.
- Facilitate the EOC Director's Action Planning meetings approximately two hours before the end of each operational period.
- Ensure that objectives for each section are completed, collected and posted in preparation for the next Action Planning meeting.
- Ensure that the EOC Action Plan is completed and distributed prior to the start of the next operational period.
- Work closely with each branch/unit within the Planning/Intelligence Section to ensure the section objectives, as defined in the current EOC Action Plan are being addressed.
- Ensure that the advance planning unit develops and distributes a report which highlights forecasted events or conditions likely to occur beyond the forthcoming operational period; particularly those situations which may influence the overall strategic objectives of the EOC.
- Ensure that the Documentation Unit maintains files on all EOC activities and provides reproduction and archiving services for the EOC, as required.
- Provide technical services, such as energy advisors and other technical specialists to all EOC sections as required.
- Ensure that fiscal and administrative requirements are coordinated through the Finance/Administration Section.

### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

## 1.5.2 Situation Analysis Unit Leader

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

### **Responsibilities:**

1. Oversee the collection, organization, and analysis of disaster situation information.
2. Ensure that information collected from all sources is validated prior to posting on status boards.
3. Ensure that situation status reports are developed utilizing WebEOC forms, for dissemination to EOC staff and also to the Operational Area EOC.
4. Ensure that an EOC Action Plan is developed (utilizing WebEOC form) for each operational period, based on objectives developed by each EOC Section.
5. Ensure that all maps, status boards and other displays contain current and accurate information.
6. Supervise Situation Analysis Unit.

### **Activation Phase:**

- Follow the generic Activation Phase Checklist.
- Ensure there is adequate staff available to collect and analyze incoming information, maintain the Situation Status Report on WebEOC, and facilitate the Action Planning process.
- Prepare Situation Analysis Unit objectives for the initial Action Planning meeting.

### **Operational Phase:**

- Ensure position logs and other necessary files are maintained.
- Oversee the collection and analysis of all event or disaster related information.
- Oversee the preparation and distribution of the Situation Status Report (utilizing WebEOC forms if available). Coordinate with the Documentation Unit for manual distribution and reproduction as required.
- Ensure that each EOC Section provides the Situation Analysis Unit with Branch Status Reports, (utilizing WebEOC forms), on a regular basis.
- Meet with the Public Information Branch Coordinator to determine the best method for ensuring access to current information.
- Prepare a situation summary for the EOC Action Planning meeting.
- Ensure each section provides their objectives at least 30 minutes prior to each Action Planning meeting.
- Convene and facilitate the Action Planning meeting following the meeting process guidelines.
- In preparation for the Action Planning meeting, ensure that all EOC objectives are posted on chart paper, and that the meeting room is set up with appropriate equipment and materials (easels, markers, sit stat reports, etc.)
- Following the meeting, ensure that the Documentation Unit publishes and distributes the Action Plan prior to the beginning of the next operational period.

- Ensure that adequate staff is assigned to maintain all maps, status boards and other displays.

**Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### 1.5.3 Documentation Unit Leader

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Collect, organize and file all completed event or disaster related forms, to include: all EOC position logs, situation status reports, EOC Action Plans and any other related information, just prior to the end of each operational period.
2. Provide document reproduction services to EOC staff.
3. Distribute the EOC situation status reports, EOC Action Plan, and other documents, as required.
4. Maintain a permanent electronic archive of all situation reports and Action Plans associated with the event or disaster.
5. Assist the EOC Coordinator in the preparation and distribution of the After-action Report.
6. Supervise the Documentation Unit.

#### **Activation Phase:**

- Follow the generic Activation Phase Checklist.

#### **Operational Phase:**

- Maintain a position log.
- Meet with the Planning/Intelligence Section Chief to determine what EOC materials should be maintained as official records.
- Meet with the Recovery Unit Leader to determine what EOC materials and documents are necessary to provide accurate records and documentation for recovery purposes.
- Initiate and maintain a roster of all activated EOC positions to ensure that position logs are accounted for and submitted to the Documentation Unit at the end of each shift.
- Reproduce and distribute the Situation Status Reports and Action Plans. Ensure distribution is made to the Operational Area EOC.
- Keep extra copies of reports and plans available for special distribution as required.
- Set up and maintain document reproduction services for the EOC.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### **1.5.4 Advanced Planning Unit Leader**

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Development of an Advance Plan consisting of potential response and recovery related issues likely to occur beyond the next operational period, generally within 36 to 72 hours.
2. Review all available status reports, Action Plans, and other significant documents. Determine potential future impacts of the event or disaster; particularly issues which might modify the overall strategic EOC objectives.
3. Provide periodic briefings for the EOC Director and General Staff addressing Advance Planning issues.
4. Supervise the Advance Planning Unit.

#### **Activation Phase:**

- Follow the generic Activation Phase Checklist.

#### **Operational Phase:**

- Maintain a position log (ICS 214 or WebEOC).
- Monitor the current situation report to include recent updates.
- Meet individually with the general staff and determine best estimates of the future direction & outcomes of the event or disaster.
- Develop an Advance Plan identifying future policy related issues, social and economic impacts, significant response or recovery resource needs, and any other key issues likely to affect EOC operations within a 36 to 72 hour time frame.
- Submit the Advance Plan to the Planning Intelligence Chief for review and approval prior to conducting briefings for the General Staff and EOC Director.
- Review Action Planning objectives submitted by each section for the forthcoming operational period. In conjunction with the general staff, recommend a transition strategy to the EOC Director when EOC activity shifts predominately to recovery operations.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### **1.5.5 Technical Services Unit Leader**

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Provide technical observations and recommendations to the City EOC in specialized areas, as required.
2. Ensure that qualified specialists are available in the areas required by the particular event or disaster.
3. Supervise the Technical Services Unit.

#### **Activation Phase:**

- Follow the generic Activation Phase Checklist.

#### **Operational Phase:**

- Maintain a position log and other necessary files.
- Coordinate with the Logistics Section to ensure that technical staff are located and mobilized.
- Assign technical staff to assist other EOC Sections in coordinating specialized areas of response or recovery.
- Assign technical staff to assist the Logistics Section with interpreting specialized resource capability and requests.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### **1.5.6 Demobilization Unit Leader**

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Develop a Demobilization Plan for the EOC based on a review of all pertinent planning documents, and status reports.
2. Supervise personnel assigned to the Demobilization Unit.

#### **Activation Phase:**

- Follow the generic Activation Phase Checklist.

#### **Operational Phase:**

- Monitor the current situation report to include recent updates.
- Meet individually with the general staff and administer the section worksheet for the Demobilization Plan.
- Meet with the EOC Director and administer the EOC Director's worksheet for the Demobilization Plan.
- Utilizing the worksheets, develop a draft Demobilization Plan and circulate to the EOC Director and General Staff for review.
- Finalize the Demobilization Plan for approval by the EOC Director.
- Demobilization planning must occur at least once during the operational period for as long as EOC Sections are formally staffed.
- Advise all Section Chiefs to ensure that demobilized staff complete all reports, time sheets, and exit surveys in coordination with the personnel unit prior to leaving the EOC.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

## **1.6 Logistics Section**

### ***1.6.1 Logistics Section Chief***

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Ensure the Logistics function is carried out in support of the EOC. This function includes providing communication services, resource tracking; acquiring equipment, supplies, personnel, facilities, and transportation services; as well as arranging for food, lodging, and other support services as required.
2. Establish the appropriate level of branch and/or unit staffing within the Logistics Section, continuously monitoring the effectiveness of the organization and modifying as required.
3. Ensure section objectives as stated in the EOC Action Plan are accomplished within the operational period or within the estimated time frame.
4. Coordinate closely with the Operations Section Chief to establish priorities for resource allocation to activated Incident Command Posts (ICPs) within the City.
5. Keep the EOC Director informed of all significant issues relating to the Logistics Section.
6. Supervise the Logistics Section.

#### **Activation Phase:**

- Follow the generic Activation Phase Checklist.
- Ensure the Logistics Section is set up properly and that appropriate personnel, equipment, and supplies are in place, including maps, status boards, vendor references, and other resource directories.
- Based on the situation, activate branches/units within section as needed and designate Branch and Unit Leaders for each element:
  - Communications Branch
  - Personnel Unit
  - Transportation Unit
  - Facilities Unit
  - Supply/Procurement Unit
  - Resource Status Unit
- Mobilize sufficient section staffing for 24-hour operations.
- Establish communications with the Logistics Section at the Operational Area EOC if activated.
- Advise Branches and Units within the section to coordinate with appropriate branches in the Operations Section to prioritize and validate resource requests from Incident Command Posts in the field. This should be done prior to acting on the request.
- Meet with the EOC Director and General Staff and identify immediate resource needs.
- Meet with the Finance/Administration Section Chief and determine level of purchasing authority for the Logistics Section.

- Assist branch and Unit Leaders in developing objectives for the section as well as plans to accomplish their objectives within the first operational period, or in accordance with the Action Plan.
- Provide periodic Section Status Reports to the EOC Director.
- Adopt a proactive attitude, thinking ahead and anticipating situations and problems before they occur.

**Operational Phase:**

- Ensure that Logistic Section position logs and other necessary files are maintained.
- Meet regularly with section staff and work to reach consensus on section objectives for forthcoming operational periods.
- Provide the Planning/Intelligence Section Chief with the Logistics Section objectives at least 30 minutes prior to each Action Planning meeting.
- Attend and participate in EOC Action Planning meetings.
- Ensure that the Supply/Procurement Unit coordinates closely with the Purchasing Unit in the Finance/Administration Section, and that all required documents and procedures are completed and followed.
- Ensure that transportation requirements, in support of response operations, are met.
- Ensure that all requests for facilities and facility support are addressed.
- Ensure that all City resources are tracked and accounted for, as well as resources ordered through Mutual Aid.
- Provide section staff with information updates as required.

**Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

## 1.6.2 Communications Branch Coordinator

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

### Responsibilities:

1. Ensure radio, telephone, and computer resources and services are provided to EOC staff as required and oversee the installation of communications resources within the City EOC.
2. Determine specific computer requirements for all EOC positions.
3. Implement WebEOC if available, for internal information management to include message and e-mail systems.
4. Ensure that the EOC Communications Center is established to include sufficient frequencies to facilitate operations, and that adequate communications operators are available for 24-hour coverage.
5. Develop and distribute a Communications Plan which identifies all systems in use and lists specific frequencies allotted for the event or disaster.
6. Supervise the communications branch.

### Activation Phase:

- Follow the generic Activation Phase Checklist.
- Based on the situation, activate the necessary units within the Communications Branch:
  - Communications Unit
  - Information Systems Unit
- Prepare objectives for the Communications Branch; provide them to the Logistics Section Chief prior to the initial Action Planning meeting.

### Operational Phase:

- Ensure that communication branch position logs and other necessary files are maintained.
- Keep all sections informed of the status of communications systems, particularly those that are being restored.
- Coordinate with all EOC sections/branches/units regarding the use of all communication systems.
- Ensure that the EOC Communications Center is activated to receive and direct all event or disaster related communications to appropriate destinations within the EOC.
- Ensure that adequate communications operators are mobilized to accommodate each discipline on a 24-hour basis.
- Ensure that WebEOC Communications links, if available, are established with the Operational Area EOC.
- Ensure that communications links are established with activated EOC within the Operational Area, as appropriate.
- Continually monitor the operational effectiveness of EOC communications systems. Provide additional equipment as required.

- Ensure that technical personnel are available for communications equipment maintenance and repair.
- Mobilize and coordinate amateur radio resources to augment primary communications systems as required.
- Keep the Logistics Section Chief informed of the status of communications systems.
- Prepare objectives for the Communications Branch; provide them to the Logistics Section Chief prior to the next Action Planning meeting.
- Refer all contacts with the media to the Public Information Branch.

**Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### 1.6.3 Communications Unit Leader

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Install, activate, and maintain telephone and radio systems for the EOC.
2. Assist EOC positions in determining appropriate numbers of telephones and other communications equipment required to facilitate operations.
3. Acquire radio frequencies as necessary to facilitate operations.
4. Assign Amateur Radio Operators as needed to augment primary communications networks.
5. Supervise the EOC Communications Center and the Communications Unit.

#### **Activation Phase:**

- Follow generic Activation Phase Checklist.

#### **Operational Phase:**

- Establish and maintain a position log and other necessary files.
- Continually monitor and test the activated radio and telephone systems. Keep the Communications Branch Coordinator informed of system failures and restoration activities.
- Develop instructional guidance for use of radios and telephones and conduct training sessions for EOC staff as necessary.
- Meet periodically with the Operations Section Branches to ensure that their radio frequencies are adequate. Make modifications as necessary to maintain their operational capability.
- Coordinate with Telephone Company in the City to obtain portable telephone banks, as necessary.
- Refer all contacts with the media to the Public Information Branch.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### **1.6.4 Information Systems Unit Leader**

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Install, activate, and maintain information systems for the EOC.
2. Assist EOC positions in determining appropriate types and numbers of computers and computer applications required to facilitate operations.
3. Install WebEOC, if available, on all computers for internal information management to include message and e-mail systems.
4. Supervise the Information Systems Unit.

#### **Activation Phase:**

- Follow generic Activation Phase Checklist.

#### **Operational Phase:**

- Establish and maintain a position log and other necessary files.
- Continually monitor and test WebEOC if available, and ensure automated information links with the Operational Area EOC are maintained.
- Keep the Communications Branch Coordinator informed of system failures and restoration activities.
- Develop instructional guidance for use of computers and computer programs such as RIMS. Be prepared to conduct training sessions for EOC staff as necessary.
- Request additional computer equipment as required through the Communications Branch Coordinator.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### **1.6.5 Transportation Unit Leader**

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. In coordination with the Construction/Engineering Branch Coordinator, and the Situation Analysis Unit, develop a transportation plan to support EOC operations.
2. Arrange for the acquisition or use of required transportation resources.
3. Supervise the Transportation Unit.

#### **Activation Phase:**

- Follow the generic Activation Phase Checklist.

#### **Operational Phase:**

- Establish and maintain a position log and other necessary files.
- Routinely coordinate with the Situation Analysis Unit to determine the status of transportation routes in and around the City.
- Routinely coordinate with the Construction/Engineering Branch Coordinator to determine progress of route recovery operations.
- Develop a Transportation Plan which identifies routes of ingress and egress; thus facilitating the movement of response personnel, the affected population, and shipment of resources and materiel.
- Establish contact with local transportation agencies and schools to establish availability of equipment and transportation resources for use in evacuations and other operations as needed.
- Keep the Logistics Section Chief informed of significant issues affecting the Transportation Unit.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### 1.6.6 Personnel Unit Leader

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Provide personnel resources as requested in support of the EOC and Field Operations.
2. Identify, recruit and register volunteers as required.
3. Develop an EOC organization chart.
4. Supervise the Personnel Unit.

#### **Activation Phase:**

- Follow the generic Activation Phase Checklist.

#### **Operational Phase:**

- Establish and maintain a position log and other necessary files.
- In conjunction with the Documentation Unit, develop a large poster size EOC organization chart depicting each activated position. Upon check in, indicate the name of the person occupying each position on the chart. The chart should be posted in a conspicuous place, accessible to all EOC personnel.
- Coordinate with the Liaison Officer and Safety Officer to ensure that all EOC staff, to include volunteers, receives a current situation and safety briefing upon check-in.
- Establish communications with volunteer agencies and other organizations that can provide personnel resources.
- Coordinate with the Operational Area EOC to activate the Emergency Management Mutual Aid System (EMMA), if required.
- Process all incoming requests for personnel support. Identify the number of personnel, special qualifications or training, where they are needed and the person or unit they should report to upon arrival. Determine the estimated time of arrival of responding personnel, and advise the requesting parties accordingly.
- Maintain a status board or other reference to keep track of incoming personnel resources.
- Coordinate with the Liaison Officer and Security Officer to ensure access, badging or identification, and proper direction for responding personnel upon arrival at the EOC.
- Assist the Fire Rescue Branch and Law Enforcement Branch with ordering of mutual aid resources as required.
- To minimize redundancy, coordinate all requests for personnel resources from the field level through the EOC Operations Section prior to acting on the request.
- In coordination with the Safety Officer, determine the need for crisis counseling for emergency workers; acquire mental health specialists as needed.
- Arrange for child care services for EOC personnel as required.
- Establish registration locations with sufficient staff to register volunteers, and issue them disaster service worker identification cards.

- Keep the Logistics Section Chief informed of significant issues affecting the Personnel Unit.

**Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### 1.6.7 Supply/Procurement Unit Leader

\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\*

#### Responsibilities:

1. Oversee the procurement and allocation of supplies and materiel not normally provided through mutual aid channels.
2. Coordinate procurement actions with the Finance/Administration Section.
3. Coordinate delivery of supplies and materiel as required.
4. Supervise the Supply/Procurement Unit.

#### Activation Phase:

- Follow the generic Activation Phase Checklist.

#### Operational Phase:

- Establish and maintain a position log and other necessary files.
- Determine if requested types and quantities of supplies and materiel are available in City inventory.
- Determine procurement spending limits with the Purchasing Unit in Finance/Administration. Obtain a list of pre-designated emergency purchase orders as required.
- Whenever possible, meet personally with the requesting party to clarify types and amount of supplies and materiel, and also verify that the request has not been previously filled through another source.
- In conjunction with the Resource Status Unit, maintain a status board or other reference depicting procurement actions in progress and their current status.
- Determine if the procurement item can be provided without cost from another jurisdiction or through the Operational Area.
- Determine unit costs of supplies and materials, from suppliers and vendors and if they will accept purchase orders as payment, prior to completing the order.
- Orders exceeding the purchase order limit must be approved by the Finance/Administration Section before the order can be completed.
- If vendor contracts are required for procurement of specific resources or services, refer the request to the Finance/Administration Section for development of necessary agreements.
- Determine if the vendor or provider will deliver the ordered items. If delivery services are not available, coordinate pickup and delivery through the Transportation Unit.
- In coordination with the Personnel Unit, provide food and lodging for EOC staff and volunteers as required. Assist field level with food services at camp locations as requested.
- Coordinate donated goods and services from community groups and private organizations. Set up procedures for collecting, inventorying, and distributing usable donations.
- Keep the Logistics Section Chief informed of significant issues affecting the Supply/Procurement Unit.

**Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### 1.6.8 Facilities Unit Leader

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Ensure that adequate essential facilities are provided for the response effort, including securing access to the facilities and providing staff, furniture, supplies, and materials necessary to configure the facilities in a manner adequate to accomplish the mission.
2. Ensure acquired buildings, building floors, and or workspaces are returned to their original state when no longer needed.
3. Supervise the facilities unit.

#### **Activation Phase:**

- Follow the generic Activation Phase Checklist.

#### **Operational Phase:**

- Establish and maintain a position log and other necessary files.
- Work closely with the EOC Coordinator and other sections in determining facilities and furnishings required for effective operation of the EOC.
- Coordinate with branches and units in the Operations Section to determine if assistance with facility acquisition and support is needed at the field level.
- Arrange for continuous maintenance of acquired facilities, to include ensuring that utilities and restrooms are operating properly.
- If facilities are acquired away from the EOC, coordinate with assigned personnel and designate a Facility Manager.
- Develop and maintain a status board or other reference which depicts the location of each facility; a general description of furnishings, supplies and equipment at the site; hours of operation, and the name and phone number of the Facility Manager.
- Ensure all structures are safe for occupancy and that they comply with ADA requirements.
- As facilities are vacated, coordinate with the facility manager to return the location to its original state. This includes removing and returning furnishings and equipment, arranging for janitorial services, and locking or otherwise securing the facility.
- Keep the Logistics Section Chief informed of significant issues affecting the Facilities Unit.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### 1.6.9 Resource Status Unit Leader

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Coordinate with the other units in the Logistics Section to capture and centralize resource status information.
2. Develop and maintain resource status boards in the Logistics Section.
3. Supervise the Resource Status Unit.

#### **Activation Phase:**

- Follow the generic Activation Phase Checklist.

#### **Operational Phase:**

- Establish and maintain a position log and other necessary files.
- Coordinate closely with all units in the Logistics Section particularly Supply/Procurement, Personnel, and Transportation.
- As resource requests are received in the Logistics Section, post the request on a status board and track the progress of the request until filled.
- Status boards should track requests by providing at a minimum, the following information: date & time of the request, items requested, priority designation, time the request was processed and estimated time of arrival or delivery to the requesting party.
- Work closely with other logistics units and assist in notifying requesting parties of the status of their resource request. This is particularly critical in situations where there will be delays in filling the request.
- An additional status board may be developed to track resource use by the requesting party. Information categories might include the following: actual arrival time of the resource, location of use, and an estimate of how long the resource will be needed.
- Keep in mind that it is generally not necessary to track mutual aid resources unless they are ordered through the Logistics Section.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

## **1.7 Finance/Administration Section**

### **1.7.1 Finance/Administration Section Chief**

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Ensure that all financial records are maintained throughout the event or disaster.
2. Ensure that all on-duty time is recorded for all City emergency response personnel.
3. Ensure that all on-duty time sheets are collected from Field Level Supervisors or Incident Commanders and their staff.
4. Ensure there is a continuum of the payroll process for all City employees responding to the event or disaster.
5. Determine purchase order limits for the procurement function in Logistics.
6. Ensure that workers' compensation claims, resulting from the response are processed within a reasonable time, given the nature of the situation.
7. Ensure that all travel and expense claims are processed within a reasonable time, given the nature of the situation.
8. Provide administrative support to all EOC Sections as required, in coordination with the Personnel Unit.
9. Activate units within the Finance/Administration Section as required; monitor section activities continuously and modify the organization as needed.
10. Ensure that all recovery documentation is accurately maintained during the response and submitted on the appropriate forms to the Operational Area EOC, the Governor's Office of Emergency Services and/or the Federal Emergency Management Agency (FEMA).
11. Supervise the Finance/Administration Section.

#### **Activation Phase:**

- Follow the generic Activation Phase Checklist.
- Ensure that the Finance/Administration Section is set up properly and that appropriate personnel, equipment, and supplies are in place.
- Based on the situation, activate units within section as needed and designate Branch Coordinators for each element:
  - Time Keeping Unit
  - Compensation & Claims Unit
  - Purchasing Unit
  - Recovery Unit
- Ensure that sufficient staff is available for a 24-hour schedule, or as required.
- Meet with the Logistics Section Chief and review financial and administrative support requirements and procedures; determine the level of purchasing authority to be delegated to Logistics Section.
- Meet with all Unit Leaders and ensure that responsibilities are clearly understood.

- In conjunction with Unit Leaders, determine the initial Action Planning objectives for the first operational period.
- Notify the EOC Director when the Finance/Administration Section is operational.
- Adopt a proactive attitude, thinking ahead and anticipating situations and problems before they occur.

**Operational Phase:**

- Ensure that Finance/Administration position logs and other necessary files are maintained.
- Ensure that displays associated with the Finance/Administrative Section are current, and that information is posted in a legible and concise manner.
- Participate in all Action Planning meetings.
- Brief all Unit Leaders and ensure they are aware of the EOC objectives as defined in the Action Plan.
- Keep the EOC Director, General Staff, and elected officials aware of the current fiscal situation and other related matters, on an on-going basis.
- Ensure that the Recovery Unit maintains all financial records throughout the event or disaster.
- Ensure that the Time Keeping Unit tracks and records all agency staff time.
- In coordination with the Logistics Section, ensure that the Purchasing Unit processes purchase orders and develops contracts in a timely manner.
- Ensure that the Compensation & Claims Unit processes all workers' compensation claims, resulting from the disaster, in a reasonable time-frame, given the nature of the situation.
- Ensure that the Time-Keeping Unit processes all time-sheets and travel expense claims promptly.
- Ensure that the Finance/Administration Section provides administrative support to other EOC Sections as required.
- Ensure that all recovery documentation is accurately maintained by the Recovery Unit during the response, and submitted on the appropriate forms to the Operational Area EOC, the Governor's Office of Emergency Services and/or the Federal Emergency Management Agency (FEMA).

**Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

## 1.7.2 Time Keeping Unit Leader

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

### **Responsibilities:**

1. Track, record, and report all on-duty time for personnel working during the event or disaster.
2. Ensure that personnel time records, travel expense claims and other related forms are prepared and submitted to City budget and payroll office.
3. Supervise the time keeping unit.

### **Activation Phase:**

- Follow the generic Activation Phase Checklist.

### **Operational Phase:**

- Establish and maintain position logs and other necessary files.
- Initiate, gather, or update time reports from all personnel, to include volunteers assigned to each shift; ensure that time records are accurate and prepared in compliance with City policy.
- Obtain complete personnel rosters from the Personnel Unit. Rosters must include all EOC Personnel as well as personnel assigned to the field level.
- Provide instructions for all supervisors to ensure that time sheets and travel expense claims are completed properly and signed by each employee prior to submitting them.
- Establish a file for each employee or volunteer within the first operational period; to maintain a fiscal record for as long as the employee is assigned to the response.
- Keep the Finance/Administration Section Chief informed of significant issues affecting the Time-Keeping Unit.

### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### 1.7.3 Purchasing Unit Leader

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Coordinate vendor contracts not previously addressed by existing approved vendor lists.
2. Coordinate with Supply/Procurement Unit on all matters involving the need to exceed established purchase order limits.
3. Supervise the Purchasing Unit.

#### **Activation Phase:**

- Follow the generic Activation Phase Checklist.

#### **Operational Phase:**

- Establish and maintain position logs and other necessary files.
- Review the City's emergency purchasing procedures.
- Prepare and sign contracts as needed; obtain concurrence from the Finance/Administration Section Chief.
- Ensure that all contracts identify the scope of work and specific site locations.
- Negotiate rental rates not already established, or purchase price with vendors as required.
- Admonish vendors as necessary, regarding unethical business practices, such as inflating prices or rental rates for their merchandise or equipment during disasters.
- Finalize all agreements and contracts, as required.
- Complete final processing and send documents to Budget and Payroll for payment.
- Verify costs data in the pre-established vendor contracts and/or agreements.
- In coordination with the Logistics Section, ensure that the Purchasing Unit processes purchase orders and develops contracts in a timely manner.
- Keep the Finance/Administration Section Chief informed of all significant issues involving the Purchasing Unit.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

### 1.7.4 Recovery Unit Leader

\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\*

#### Responsibilities:

1. Collect and maintain documentation of all disaster information for reimbursement from Cal OES and/or the Federal Emergency Management Agency (FEMA).
2. Coordinate all fiscal recovery with disaster assistance agencies.
3. Prepare and maintain a cumulative cost report for the event or disaster.
4. Supervise the Recovery Unit and all recovery operations.

#### Activation Phase:

- Follow the generic Activation Phase Checklist.

#### Operational Phase:

- Establish and maintain position log and other necessary files.
- In conjunction with Budget Office, compute costs for use of equipment owned, rented, donated or obtained through mutual aid.
- Obtain information from the Resources Status Unit regarding equipment use times.
- Ensure that the Budget Office establishes a disaster accounting system, to include an exclusive cost code for disaster response.
- Ensure that each section is documenting cost recovery information from the onset of the event or disaster; collect required cost recovery documentation daily at the end of each shift.
- Meet with the Documentation Unit Leader and review EOC Position logs, journals, all status reports and Action Plans to determine additional cost recovery items that may have been overlooked.
- Act as the liaison for the EOC, with the county and other disaster assistance agencies; to coordinate the cost recovery process.
- Prepare all required state and federal documentation as necessary to recover all allowable disaster response and recovery costs.
- Contact and assist Incident Commanders, and obtain their cumulative cost totals for the event or disaster, on a daily basis.
- Prepare and maintain a cost report for the Finance/Administration Chief, EOC Director, and City Council. The report should provide cumulative analyses, summaries, and total disaster/event related expenditures for the City.
- Organize and prepare records for final audit.
- Assist the EOC Coordinator and Planning/Intelligence Section with preparation of the After-Action Report.

#### Demobilization Phase:

- Follow the generic Demobilization Phase Checklist.

### **1.7.5 Compensation & Claims Unit Leader**

**\*\*\*\* Read This Entire Position Checklist Before Taking Action \*\*\*\***

#### **Responsibilities:**

1. Oversee the investigation of injuries and property/equipment damage claims involving the City, arising out of the event or disaster.
2. Complete all forms required by Workers' Compensation program.
3. Maintain a file of injuries and illnesses associated with the event or disaster which includes results of investigations.
4. Supervise the Compensation and Claims Unit.

#### **Activation Phase:**

- Follow the generic Activation Phase Checklist.

#### **Operational Phase:**

- Establish and maintain a position log and other necessary files.
- Maintain a chronological log of injuries and illnesses, and property damage reported during the event or disaster.
- Investigate all injury and damage claims as soon as possible.
- Prepare appropriate forms for all verifiable injury claims and forward them to Workers' Compensation within the required time-frame consistent with City Policy & Procedures.
- Coordinate with the Safety Officer regarding the mitigation of hazards.
- Keep the Finance/Administration Chief informed of significant issues affecting the Compensation and Claims Unit.
- Forward all equipment or property damage claims to the Recovery Unit.

#### **Demobilization Phase:**

- Follow the generic Demobilization Phase Checklist.

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# CITY OF UPLAND Emergency Operations Plan (EOP)

## Part III – Hazard, Threat, and Incident Specific Annex



**(To Be Developed)**



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## STAFF REPORT

**ITEM NO. 11.F.**

---

**DATE:** November 11, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**PREPARED BY:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
PONCE YAMBOT, PRINCIPAL ENGINEER  
**SUBJECT:** APPROVAL OF A QUITCLAIM DEED TO RUGS LIMITED, LLC BY THE  
CITY OF UPLAND FOR A PORTION OF 'A' STREET

---

### RECOMMENDED ACTION

It is recommended that the City Council approve a quitclaim deed to Rugs Limited, LLC for a portion of "A" Street next to vacant lot APN 1046-532-01 (102 13th Avenue) and authorize the Interim City Manager to sign the quitclaim deed; and accept Rugs Limited LLC's (Rugs) offer to pay the appraised value in the amount of thirty one thousand two hundred and eighteen dollars (\$31,218).

### GOAL STATEMENT

The proposed action supports the City's goal to adhere to a review schedule for the processing of development proposals in an efficient, professionally responsive, and courteous manner.

### BACKGROUND

Rugs owns the lot located on the north east corner of A Street and 13th Avenue intersection. This is to the north of the property labeled Parcel A on the attached map. Parcel A is currently an integral part of A Street that connects with Bodenhamer Street.

Rugs submitted an Administrative Use Permit (AUP) application to the City proposing to build a four-unit apartment. In order to be allowed to build the four-unit apartment and in compliance with Upland Zoning Code, Rugs needs Parcel A as part of the entitlement process.

### ISSUES/ANALYSIS

Rugs had the property appraised and is offering to pay thirty one thousand two hundred and eighteen dollars (\$31,218). However, the property owned by Rugs has a value of \$80,000, \$10.65 per square foot. Since the City parcel cannot be used for construction due to the

existing utilities (storm drain and sewer) and the City requires an easement, the value was discounted by 25% and then another 25% or 44% to \$6.00 per square foot. The developer has offered thirty one thousand two hundred and eighteen dollars (\$31,218) as valuable consideration in exchange for the City's proposed quitclaim deed. As a condition to the City's acceptance of the offer, the City will retain public utility easement to access, repair, maintain, operate, and replace pipelines, and appurtenances thereto to the conveyance of water, wastewater, and storm water with rights of ingress and egress to and from same, in, under and across the easement. This easement will not prevent or prohibit Rugs from using the easement for green area, parking, picnic area, play area, or any other temporary structure.

### **FISCAL IMPACTS**

The City will receive thirty one thousand two hundred and eighteen dollars (\$31,218) in compensation and will reduce maintenance responsibility.

### **ALTERNATIVES**

Provide alternative direction to staff.

### **ATTACHMENTS:**

**Quitclaim Deed**

**Offer Letter**

**Property Value Statement**

**Location Map**

Recorded at the request of  
And when recorded mail to:

**City Of Upland  
City Clerk's Office  
P.O. Box 460  
Upland, California 91786**

(Space above this line for Recorder's Office)

This Transaction is exempt from the payment of a recording  
Fee pursuant to Government Code Section 27383

### **QUITCLAIM DEED**

**THE CITY OF UPLAND**, a municipal corporation duly organized and existing under the laws of the State of California (the "**City**"), for valuable consideration, hereby remises, releases and forever quitclaims to **Rugs Limited LLC** ("**Rugs Limited**"), a certain portion of "A" street next to vacant lot APN 1046-532-01 (102 13<sup>th</sup> Avenue), as shown in attached legal description, attached as "Exhibit A", and Survey Map, attached as "Exhibit B", all right, title and interest in and that real property situated within the city limits of the City of Upland, County of San Bernardino, State of California.

The City of Upland will retain a public utility easement to access, repair, maintain, operate, and replace pipelines, and appurtenances incidental thereto (herein referred to as "Facilities"), for the conveyance of water, wastewater, and stormwater, with rights of ingress and egress to and from same, in, under and across the easement. This easement will not prevent or prohibit Rugs Limited from using the land for the green area, parking, picnic area, play area, or any other temporary structure.

#### **THIS DEED IS TO CONFER TITLE IN GRANTEE.**

Executed as of \_\_\_\_\_, 2019, at Upland, California.

#### **THE CITY OF UPLAND**

By: \_\_\_\_\_  
Name: Rosemary Hoerning  
Its: Interim City Manager

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California  
County of San Bernardino

On \_\_\_\_\_, 2019 before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_ who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signatures(s) on the instrument the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

---

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL "A"**

BEING A PORTION OF THE UN-NAMED STREET, 33.00 FEET WIDE, PER THE LYNCH ADDITION TO THE CITY OF UPLAND AS SHOWN FILED IN BOOK 14, PAGE 39 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEAST CORNER OF LOT 6 OF BLOCK 1, PER MAP OF THE LYNCH ADDITION TO THE CITY OF UPLAND AS SHOWN FILED IN BOOK 14, PAGE 39 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO, SAID SOUTHEAST CORNER ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF BODENHAMER STREET AS SHOWN ON SAID MAP;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF SAID BODENHAMER STREET SOUTH 00°11'57" WEST, A DISTANCE OF 34.12 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF SAID BODENHAMER STREET AND THE NORTHERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY AS SHOWN ON SAID MAP;

THENCE NORTH 75°05'31" WEST, A DISTANCE OF 170.59 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID RAILWAY, TO THE INTERSECTION OF SAID NORTHERLY LINE AND THE CENTER LINE OF 13<sup>TH</sup> AVENUE 50.00 FEET WIDE AS SHOWN ON PARCEL MAP 8663, FILED IN BOOK 100, PAGES 78 AND 79 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO;

THENCE NORTH 42°24'55" EAST, A DISTANCE OF 37.21, TO THE INTERSECTION OF THE EASTERLY LINE OF SAID 13<sup>TH</sup> AVENUE AND THE SOUTHERLY LINE OF SAID LOT 6;

THENCE SOUTH 75°05'31" EAST, A DISTANCE OF 144.74 FEET, ALONG SAID SOUTHERLY LINE OF LOT 6, TO THE **POINT OF BEGINNING**.

CONTAINING 5,203 SQUARE FEET MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

SIGNATURE \_\_\_\_\_

*Miguel*

DATE \_\_\_\_\_

*10/17/19*



# EXHIBIT "B"

## SURVEYOR'S NOTE

- A DEDICATION TO THE CITY UPLAND FOR PUBLIC USE PER THE LYNCH ADDITION TO THE CITY OF UPLAND SUBDIVISION, M.B. 14/39.
- BOUNDARY OF QUITCLAIM WITH RESERVATION OF UTILITY EASEMENT

SOUTHERLY LINE LOT 6, M.B. 14/39      THE LYNCH TO THE CITY OF UPLAND M.B. 14/39

LOT 6  
BLOCK 1  
M.B. 14/39

P.O.B.

SOUTHEAST CORNER  
LOT 6, M.B. 14/39

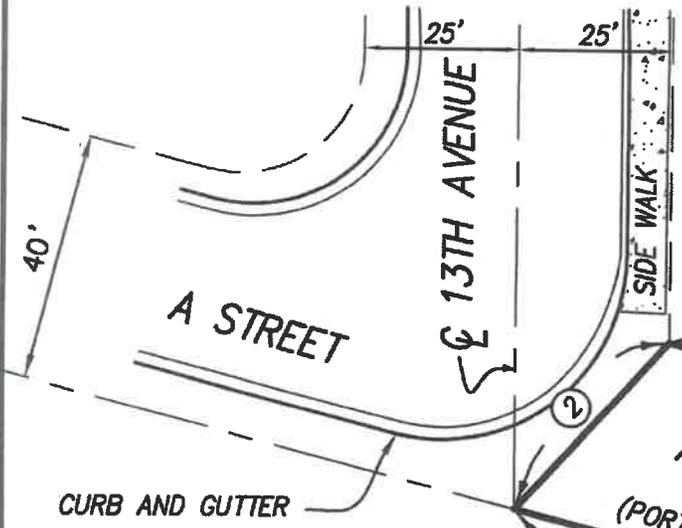
**A STREET**  
(PORTION OF A STREET)      **PARCEL "A"**  
5,203 SQ. FT.  
0.119 ACRE

N 75°05'31" W 170.59'  
N'LY RIGHT OF WAY  
LINE OF A.T. & S.F. R.R.

ATCHISON, TOPEKA AND SANTA FE RAILWAY

W'LY RIGHT OF WAY LINE  
OF BODENHAMER ST., PER  
M.B. 14/39

BODENHAMER STREET

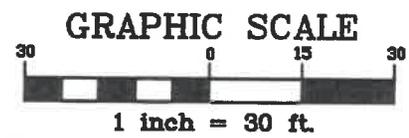


DATA TABLE		
NO	BEARING	LENGTH
①	S00°11'57"W	34.12'
②	N42°24'55"E	37.21'



Miguel

MIGUEL A. VILLASEÑOR      P.L.S. 8509  
 EXP. 12/31/20  
 DATE 11/6/19



THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT.

SHEET 1 OF 1

W.O. #  
19-123

SCALE: 1" = 30'      DRAWN BY MAV DATE 09/09/19

EXHIBIT FOR LEGAL DESCRIPTION

Begin forwarded message:

**From:** Gurmeet Singh

**Subject:** Offer to Purchase City land on the Corner of "A" Street and 13th Ave.

**Date:** April 11, 2017 at 5:05:47 PM PDT

**To:** Ponce Yambot <[pyambot@ci.upland.ca.us](mailto:pyambot@ci.upland.ca.us)>

**Cc:** Rosemary Hoerning <[RHoerning@ci.upland.ca.us](mailto:RHoerning@ci.upland.ca.us)>

Dear Ponce:

Thank you for your call yesterday.

I am attaching herewith the Closing Statement for the Parcel No, 1046-532-01 which I acquired on 11/30/2015. The purchase price was \$80,000, which comes to \$10.65 per sq. ft.

Since the City land cannot be used for construction, it has to be valued at a minimum of 25% below the adjoining parcel. This comes to \$8 per sq. ft. Since the City requires an easement on this land I think it is fair for the City to pay me 25% of this value. This brings the value of the parcel at \$6.00 per sq. ft.

I am willing to pay this price of \$6.00 per sq. ft. to the City. Please confirm and then we can proceed with the transaction.

Best regards

Sincerely,

Gurmeet Singh  
Manager  
Rugs Limited LLC

**ESCROW INSTRUCTIONS TO:**

**MOUNTAIN RIDGE**

**Escrow Division  
121 S. Mountain Avenue  
Upland, CA 91786  
(909) 949-0605 • Fax (909) 256-2114**



Escrow No.: 12842 - NH  
Escrow Officer: Norma Herrera

Date: 06/29/2015

ESCROW SUMMARY	
Original Deposit	\$5,000.00
Cash to Follow through Escrow	\$75,000.00
<b>TOTAL CONSIDERATION</b>	<b>\$80,000.00</b>

**Mountain Ridge Escrow Division IS A WHOLLY OWNED DIVISION OF DIAMOND RIDGE CORPORATION LICENSED BY THE CALIFORNIA DEPARTMENT OF REAL ESTATE, LICENSE NUMBER 01333814.**

ALL PARTIES IN THIS TRANSACTION ARE AWARE THAT Mountain Ridge Escrow Division, GOLDSTONE SERVICES, RE/MAX TOP PRODUCERS, LJ REAL ESTATE LEADERS, INC., RE/MAX LEADERS REAL ESTATE, RE/MAX CHAMPIONS AND DIAMOND RIDGE CORPORATION ARE OWNED AND OPERATED BY THE OWNERS OF DIAMOND RIDGE CORPORATION.

Prior to 10/27/2015, Buyer will hand you \$75,000.00 in addition to the sum of \$5,000.00, which has been deposited with escrow to complete a total consideration of \$80,000.00.

**TITLE/VESTING**

Buyer to hand you any additional funds and instruments necessary for you to comply with instructions herein. Obtain an OWNERS/ALTA Standard Coverage Form policy of Title Insurance from ORANGE COAST TITLE COMPANY with their standard exceptions and provisions. This policy is to have liability for an amount not to exceed \$80,000.00. The policy is to be issued on real property in the County of San Bernardino, State of 1046-532-01, as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

Memo: Property Address: (NOT VERIFIED BY ESCROW HOLDER)  
VACANT LOT APN# 1046-532-01

The title policy is to show the title to the property to be vested in:  
RUGS LIMITED, LLC

**ENCUMBRANCES/EXCEPTIONS**

The policy is to be free of encumbrances except as follows:

1. General and Special Taxes and Special County/City taxes, including any special district levies, payments of which are included therein and collected therewith, for the current fiscal year, not delinquent, including taxes for ensuing year, if any, the lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 498, Statutes of 1983 of the State of California, assessments and bonds of record not delinquent.
2. Covenants, conditions, reservations (including exceptions of oil, gas, minerals, hydrocarbons, and/or lease without right of surface entry), restrictions, rights of way, and easements for public utilities, districts, water companies, alleys, and streets.

**PRORATIONS**

Make the following prorations and adjustments as of: CLOSE OF ESCROW.

THE PARTIES TO THIS ESCROW AGREE THAT THEY WILL NOTIFY ESCROW HOLDER, BY SEPARATE WRITTEN NOTICE, OF ANY CHANGES, ADDITIONS AND/OR DELETIONS MADE TO THESE ESCROW INSTRUCTIONS; SUCH NOTICE WILL BE DELIVERED CONCURRENTLY WITH THE DELIVERY OF THESE ESCROW INSTRUCTIONS TO THE ESCROW HOLDER.

Buyer's Signature:

RUGS LIMITED, LLC

Seller's Signature:

DAVID CHAFFE

JANI CHAFFE



\*\*\* SEE ADDITIONAL INSTRUCTIONS ATTACHED HERETO AND MADE A PART HEREOF \*\*\*  
Each of the above signed states he has read the foregoing instructions and understands and agrees to them.





## STAFF REPORT

**ITEM NO. 11.G.**

---

**DATE:** November 11, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**PREPARED BY:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
PONCE YAMBOT, PRINCIPAL ENGINEER  
**SUBJECT:** NOTICE OF COMPLETION FOR SC BALDY VIEW DEVELOPMENT  
COMPANY, LLC REGARDING HARVEST AT UPLAND SPECIFIC PLAN

---

### RECOMMENDED ACTION

It is recommended that the City Council accept the Notice of Completion and authorize the Interim City Manager to execute the Notice of Completion in compliance with the Acquisition Agreement (Agreement) by and among City of Upland (City), SC Baldy View Development Company, LLC (Baldy), and Lewis Management Corporation (Lewis) dated May 1, 2016.

### GOAL STATEMENT

The proposed action supports the City's goal to adhere to a review schedule for the processing of development proposals in an efficient, professionally responsive, and courteous manner.

### BACKGROUND

In May, 2016, the City, Baldy and Lewis executed the Agreement and City accepted the subdivision improvement agreement and accompanying bonds for Parcel Map 17943.

Harvest at Upland, also known as Parcel Map 17943, is a Baldy project that created Tracts 18249 and 18274. Tract 18249 (a housing tract that is composed of 145 single family residences) is now owned by KB Homes while Tract 18274 (composed of 173 lots) is now owned by Lennar Homes.

### ISSUES/ANALYSIS

Upon City approval of PM 17943 in May, 2016, Lewis had started and has now completed the work required by the Agreement. Among others, 11th Street, 11th Street Bridge, Grape Bridge, and Dewey Way have been completed and made open to the public.

On August 12, 2019, City Council accepted the public improvements for Parcel Map 17943 and authorized release of the bonds for this project. The developer has requested the City file a Notice of Completion. The work has been inspected by the City and satisfactorily completed.

**FISCAL IMPACTS**

There is no fiscal impact related to this item.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**Notice of Completion**  
**Location Map PM 17943**  
**Acquisition Agreement**

Order No.

Escrow No.

Loan No.

**AND WHEN RECORDED MAIL TO**  
SC Baldy View Development Company, LLC  
1156 North Mountain Avenue  
Upland, CA 91786

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### NOTICE OF COMPLETION

**NOTICE IS HERBY GIVEN THAT:**

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is: City of Upland
3. The FULL ADDRESS of the OWNER is: 460 N. Euclid Avenue Upland, CA 91786
4. The NATURE OF THE INTERST or ESTATE of the undersigned is: In fee.  
Fee Interest
5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the Undersigned as JOINT TENANTS or as TENANTS IN COMMON are:
 

NAMES	ADDRESSES
6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:
 

NAMES	ADDRESSES
<u>SC Baldy View Development Company, LLC</u>	<u>1156 North Mountain Avenue Upland, CA 91786</u>
7. A work of improvement on the property hereinafter described as COMPLETED: May 31, 2019
8. The work of improvement completed is described as follows: 11<sup>th</sup> Street and Dewey Way Improvements
9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is: All American Asphalt
10. The street address of said property is: Parcel Map No. 17943 Eleventh Street and Dewey Way
11. The property on which said work of improvement was completed is in the City of Upland  
County of San Bernardino, State of California, and is described as follows:  
Grape Street and Eleventh Street Bridges Between Dewey Way and Monte Vista Avenue across the San Antonio Creek

(Continued on Next Page)

SC Baldy View Development Company, LLC, A Delaware Limited Liability Company

Date: \_\_\_\_\_ Signature of Owner or agent of owner: \_\_\_\_\_  
AUTHORIZED AGENT

Verification for INDIVIDUAL owner: \_\_\_\_\_: I the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

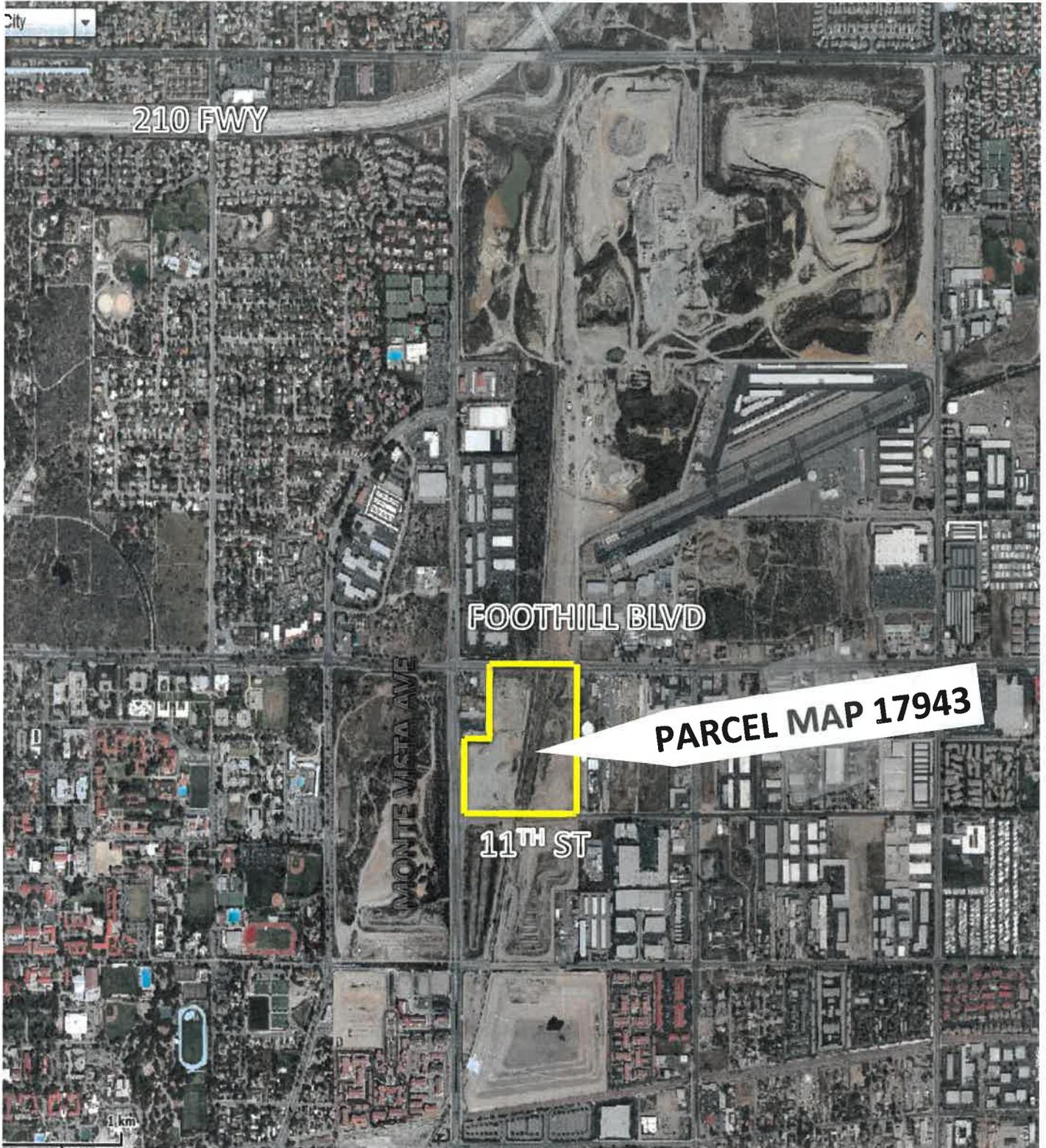
\_\_\_\_\_  
Date and Place (Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the Authorized Agent of the aforesaid interest or estate in the property described in PRESIDENT, PARTNER, MANAGER, AGENT, ETC.

the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

\_\_\_\_\_  
Date and Place (Signature of person signing on behalf of owner)

# LOCATION MAP



**LEWIS HOMES - HARVEST PROJECT**  
TM 18249 & TM 18274



**ACQUISITION AGREEMENT**

**by and among**

**CITY OF UPLAND,**

**SC BALDY VIEW DEVELOPMENT COMPANY, LLC,**

**and**

**LEWIS MANAGEMENT CORP.**

**Dated as of May 1, 2016**

**Relating to:**

**COMMUNITY FACILITIES DISTRICT NO. 2016-1 (HARVEST AT UPLAND)  
OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA**

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS	1
<b>Section 1.1</b> <b>Definitions</b> .....	1

ARTICLE II

RECITALS	4
<b>Section 2.1</b> <b>The District</b> .....	4
<b>Section 2.2</b> <b>The Development</b> .....	4
<b>Section 2.3</b> <b>The Facilities</b> .....	4
<b>Section 2.4</b> <b>The Financing</b> .....	4
<b>Section 2.5</b> <b>The Bonds</b> .....	4
<b>Section 2.6</b> <b>No Advantage to City Construction</b> .....	5
<b>Section 2.7</b> <b>Time Lapsed Between Approval and Execution of Acquisition Agreement; Intent of the Parties</b> .....	5
<b>Section 2.8</b> <b>Effective Date</b> .....	5
<b>Section 2.9</b> <b>Agreements</b> .....	5

ARTICLE III

FUNDING	6
<b>Section 3.1</b> <b>City Proceeding</b> .....	6
<b>Section 3.2</b> <b>Special Taxes and Bonds</b> .....	6
<b>Section 3.3</b> <b>Net Proceeds</b> .....	6
<b>Section 3.4</b> <b>Disclosure of Special Tax</b> .....	7

ARTICLE IV

CONSTRUCTION OF FACILITIES	7
<b>Section 4.1</b> <b>Plans</b> .....	7
<b>Section 4.2</b> <b>Duty of Developer to Construct</b> .....	7
<b>Section 4.3</b> <b>Relationship to Public Works</b> .....	8
<b>Section 4.4</b> <b>Independent Contractor</b> .....	9
<b>Section 4.5</b> <b>Performance and Payment Bonds</b> .....	9
<b>Section 4.6</b> <b>Contracts and Change Orders</b> .....	9
<b>Section 4.7</b> <b>Time for Completion</b> .....	9

ARTICLE V

ACQUISITION AND PAYMENT	10
<b>Section 5.1</b> <b>Inspection</b> .....	10
<b>Section 5.2</b> <b>Agreement to Sell and Acquire Facilities</b> .....	10
<b>Section 5.3</b> <b>Payment Requests</b> .....	10
<b>Section 5.4</b> <b>Processing Payment Requests</b> .....	11

**TABLE OF CONTENTS**  
*(continued)*

	<b>Page</b>
<b>Section 5.5</b>	<b>Payment</b> ..... 11
<b>Section 5.6</b>	<b>Restrictions on Payments</b> ..... 12
<b>Section 5.7</b>	<b>Defective or Nonconforming Work</b> ..... 14
<b>Section 5.8</b>	<b>Modification of Discrete Components</b> ..... 14

ARTICLE VI

OWNERSHIP AND TRANSFER OF FACILITIES 14

<b>Section 6.1</b>	<b>Facilities to be Owned by the City-Conveyance of Land and Easements to City</b> ..... 14
<b>Section 6.2</b>	<b>Facilities to be Owned by the City-Title Evidence</b> ..... 15
<b>Section 6.3</b>	<b>Facilities Constructed on Private Lands</b> ..... 15
<b>Section 6.4</b>	<b>Facilities Constructed on City Land</b> ..... 15
<b>Section 6.5</b>	<b>Facilities to be Acquired by Other Public Agencies</b> ..... 16
<b>Section 6.6</b>	<b>Maintenance and Warranties</b> ..... 16

ARTICLE VII

INSURANCE 16

<b>Section 7.1</b>	<b>Insurance Requirements</b> ..... 16
<b>Section 7.2</b>	<b>Standards Applicable</b> ..... 17
<b>Section 7.3</b>	<b>Evidence of Insurance</b> ..... 18

ARTICLE VIII

DIFs 18

<b>Section 8.1</b>	<b>Reimbursement and Advance Funding of DIFs</b> ..... 18
--------------------	---

ARTICLE IX

REPRESENTATIONS, WARRANTIES AND COVENANTS 18

<b>Section 9.1</b>	<b>Representations, Covenants and Warranties of the Developer</b> ..... 18
<b>Section 9.2</b>	<b>Representations, Covenants and Warranties of the Developer Manager</b> ..... 20
<b>Section 9.3</b>	<b>Indemnification and Hold Harmless</b> ..... 20

ARTICLE X

TERMINATION 22

<b>Section 10.1</b>	<b>Mutual Consent</b> ..... 22
<b>Section 10.2</b>	<b>City Election for Cause</b> ..... 22
<b>Section 10.3</b>	<b>Force Majeure</b> ..... 23

**TABLE OF CONTENTS**  
*(continued)*

**Page**

ARTICLE XI

MISCELLANEOUS	23
<b>Section 11.1</b> <b>Limited Liability of City</b> .....	23
<b>Section 11.2</b> <b>Excess Costs</b> .....	24
<b>Section 11.3</b> <b>Audit</b> .....	24
<b>Section 11.4</b> <b>Attorney’s Fees</b> .....	24
<b>Section 11.5</b> <b>Notices</b> .....	24
<b>Section 11.6</b> <b>Severability</b> .....	25
<b>Section 11.7</b> <b>Successors and Assigns</b> .....	25
<b>Section 11.8</b> <b>Other Agreements</b> .....	25
<b>Section 11.9</b> <b>Waiver</b> .....	25
<b>Section 11.10</b> <b>Merger</b> .....	25
<b>Section 11.11</b> <b>Parties in Interest</b> .....	26
<b>Section 11.12</b> <b>Amendment</b> .....	26
<b>Section 11.13</b> <b>Counterparts</b> .....	26

List of Exhibits

- Exhibit A:    Description of Authorized Facilities and Discrete Components Eligible for Acquisition from the Developer
- Exhibit B:    Eligible DIFs
- Exhibit C:    Form of Payment Request (Facilities)
- Exhibit C-1:  Form of Payment Request (DIF Reimbursement)
- Exhibit C-2:  Form of Disbursement Request (DIFs)

THIS ACQUISITION AGREEMENT (the “Acquisition Agreement”), dated as of May 1, 2016, is by and among the CITY OF UPLAND, a general law city and a political subdivision of the State of California (the “City”), acting for and on behalf of itself and Community Facilities District No. 2016-1 (Harvest at Upland) of the City of Upland, County of San Bernardino, State of California (the “District”), SC BALDY VIEW DEVELOPMENT COMPANY, LLC, a Delaware limited liability company (the “Developer”), and LEWIS MANAGEMENT CORP., a Delaware corporation (the “Developer Manager”).

## ARTICLE I

### DEFINITIONS

**Section 1.1 Definitions.** The following terms shall have the meanings ascribed to them in this Section 1.1 for purposes of this Acquisition Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Indenture (as hereinafter defined).

“Acceptable Title” means title to land or interest therein, in form acceptable to the Director, free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, but subject to any exceptions determined by the Director as not interfering with the actual or intended use of the land or interest therein. Notwithstanding the foregoing, an irrevocable offer of dedication may constitute land with an “Acceptable Title” if: (i) such offer is necessary to satisfy a condition to a tentative or final parcel map, (ii) such offer is in a form acceptable to the Director, (iii) the Director has no reason to believe that such offer of dedication will not be accepted by the applicable public agency, and (iv) the Developer commits in writing not to allow any liens to be imposed on such property prior to its acceptance.

“Acceptance Date” means the date the City Council (or other public entity which is to own a Facility) takes final action to accept dedication of or transfer of title to a Facility.

“Acquisition Agreement” means this Acquisition Agreement, together with any Supplement hereto.

“Act” means the Mello-Roos Community Facilities Act of 1982, Sections 53311 *et seq.* of the California Government Code, as amended.

“Actual Cost” means the substantiated cost of a Facility or a Discrete Component, which costs may include: (i) the costs incurred for the construction of such Facility or Discrete Component, (ii) the costs incurred in preparing the Plans for such Facility or Discrete Component and the related costs of environmental evaluations of the Facility or Discrete Component, (iii) the fees paid to governmental agencies or utilities for obtaining permits, licenses or other governmental approvals for such Facility or Discrete Component, (iv) professional costs incurred that are associated with such Facility or Discrete Component, such as construction management (in an amount equal to 5% of the hard construction costs), engineering, legal, accounting, inspection, construction staking, materials testing and similar professional services; and (v) the costs directly related to the construction and/or acquisition of a Facility or Discrete Component, such as costs of payment, performance and/or maintenance bonds, and insurance costs (including costs of any title insurance required hereunder).

“Affiliate” means any entity with respect to which fifty percent (50%) or more of the ownership or voting power is held individually or collectively by any of the Developer and any other entity owned, controlled or under common ownership or control by or with, as applicable, the Developer, and includes all general partners of any entity which is a partnership. Control shall mean ownership of fifty percent (50%) or more of the voting power of or ownership interest in the respective entity.

“Bonds” means the bonds designated “Community Facilities District No. 2016-1 (Harvest at Upland) of the City of Upland, County of San Bernardino, State of California, Special Tax Bonds”, to be issued by the District pursuant to the Act in one or more series on behalf of either Improvement Area, as the case may be.

“City” means the City of Upland, a general law city and a political subdivision of the State, and/or the District, as the context may require.

“Conditions of Approval” means, with respect to any portion of the property within the District, the conditions of approval of all land use entitlements approved by the City and the conditions of any development agreement, subdivision improvement agreement or other agreement between the Developer and the City relating to such property which conditions must be satisfied in order to develop such property.

“County” means the County of San Bernardino, California.

“Developer” means SC Baldy View Development Company, LLC and its successors and assigns to the extent permitted under Section 11.7 hereof.

“Developer Manager” means Lewis Management Corp., a Delaware corporation, the sole manager of the Developer.

“Development Agreement” means that certain Amended and Restated Development Agreement entered into as of October 13, 2014 by and between SC Baldy View Development Company, LLC and the City, as it may be amended from time to time.

“DIFs” means those development impact fees imposed on development within the District and the Improvement Areas therein pursuant to the Development Agreement and \$2,100,000 of the Development Agreement Fee imposed pursuant to Section 4.5 of the Development Agreement, as specified in Exhibit B hereto.

“Director” means the Director of Public Works of the City, or his or her written designee acting as such under this Acquisition Agreement.

“Discrete Component” means a component of a Facility that the Director has agreed can be separately identified, inspected and completed, and be the subject of a Payment Request hereunder. The Discrete Components are described in Exhibit A hereto.

“District” means the Community Facilities District No. 2016-1 (Harvest at Upland) of the City of Upland, County of San Bernardino, State of California, created by the City under the Act.

“Effective Date” has the meaning set forth in Section 2.8 of this Acquisition Agreement.

“Facilities” means the public and other facilities described in Exhibit A hereto which are to be acquired with the proceeds of the Bonds.

“Improvement Area” means either Improvement Area No. 1 or Improvement Area No. 2.

“Improvement Area No. 1” means Improvement Area No. 1 of the District.

“Improvement Area No. 2” means Improvement Area No. 2 of the District.

“Improvement Areas” means, collectively, Improvement Area No. 1 and Improvement Area No. 2.

“Improvement Fund” means, (a) prior to the initial issuance of Bonds of an Improvement Area, the fund or account established for such Improvement Area by the City, howsoever denominated, into which Net Proceeds of the Special Taxes of such Improvement Area are to be deposited, and (b) from and after the initial issuance of Bonds of such Improvement Area, the fund or account established under the Indenture for such Bonds, howsoever denominated, into which Net Proceeds of Bonds of such Improvement Area are to be deposited.

“Indenture” means the bond indenture or similar document between the City or the District and the Trustee for each Improvement Area, providing for, among other matters, the issuance of the Bonds and the establishment of the Improvement Fund, as it may be amended from time to time.

“Net Proceeds” means (a) with respect to Special Taxes of an Improvement Area, the proceeds of such Special Taxes received prior to the initial issuance of Bonds of such Improvement Area and remaining after the payment or setting aside of, or provision for, administrative expenses of such Improvement Area, and (b) with respect to Bonds of an Improvement Area, the proceeds of such Bonds remaining after the payment or setting aside of, or provisions for (i) the underwriter’s discount for such Bonds, (ii) the costs of issuance of such Bonds, including the costs of formation of the District incurred by the City and Developer, (iii) any required reserve fund deposit for such Bonds, (iv) capitalized interest on such Bonds, and (v) pre funded administrative expenses of the District.

“Payment Request” means a document, substantially in the form of Exhibit C hereto, to be used by the Developer in requesting payment of a Purchase Price.

“Plans” means the plans, specifications, schedules and related construction contracts for the Facilities and/or any Discrete Components thereof approved pursuant to the applicable standards of the City or other entity that will own, operate or maintain the Facilities when completed and acquired.

“Purchase Price” means the amount paid by the City for a Facility and/or any Discrete Components thereof determined in accordance with Article V hereof, being an amount equal to the Actual Cost of such Facility or Discrete Component, but subject to the limitations and reductions provided for in Article V.

“Rate and Method” means, with respect to an Improvement Area, the rate and method of apportionment of the special taxes of such Improvement Area approved by the qualified electors of such Improvement Area.

“Special Taxes” means, with respect to an Improvement Area, the special taxes approved by the qualified electors of such Improvement Area in accordance with the Rate and Method.

“Supplement” means a written document amending, supplementing or otherwise modifying this Acquisition Agreement and any exhibit hereto, including any amendments to the list of Discrete Components in Exhibit A, and/or the addition to Exhibit A of additional Facilities (and Discrete Components) to be financed with the proceeds of the Bonds deposited in the Improvement Fund eligible to be financed by the District.

“Trustee” means a financial institution in its capacity as trustee or fiscal agent under the Indenture, or any successor thereto acting as trustee or fiscal agent under the Indenture.

## ARTICLE II

### RECITALS

**Section 2.1 The District.** The City Council of the City has established the District and the Improvement Areas therein under the Act for the financing of, among other things, the acquisition, construction and installation of public facilities identified in the proceedings to form the District and the Improvement Areas therein, which include the Facilities listed in Exhibit A hereto and the facilities authorized to be financed with the DIFs.

**Section 2.2 The Development.** The Developer is developing all of the developable land within the District and the Improvement Areas therein with 318 dwelling units in a development commonly known as “Harvest”.

**Section 2.3 The Facilities.** The Facilities are within or in the vicinity of the District and the Improvement Areas therein, and the City and the Developer will benefit from a coordinated plan of design, engineering and construction of the Facilities and the development of the land. The Developer acknowledges that the inclusion of Facilities in Exhibit A hereto in no way, in itself, obligates the City to issue any Bonds to acquire the Facilities from the Developer or implies that the City has in any way engaged the Developer to construct the Facilities. The facilities which are eligible for acquisition by the City from the Developer under this Acquisition Agreement are only the Facilities listed in Exhibit A hereto, as such Exhibit may be amended and/or supplemented by any Supplement.

**Section 2.4 The Financing.** The Developer and the City wish to finance the DIFs and the acquisition of the Facilities and the payment therefor by entering into this Acquisition Agreement for the acquisition of the Facilities and payment for Discrete Components thereof as shown in Exhibit A hereto (as it may be amended and supplemented by any Supplement) with funds on deposit in the Improvement Fund.

**Section 2.5 The Bonds.** The City may proceed with the authorization and issuance of the Bonds in one or more series under the Act and the Indenture, the proceeds of which Bonds shall be used, in part, to finance the DIFs and acquisition of all or a portion of the Facilities. The execution by the City of this Acquisition Agreement in no way obligates the City to issue any Bonds, or to acquire any Facilities or finance any fees with proceeds of any Bonds issued, except

the Facilities and DIFs listed in Exhibit A and Exhibit B hereto which are to be acquired or financed subject to the terms and conditions set forth in this Agreement.

**Section 2.6 No Advantage to City Construction.** The City, by its approval of this Acquisition Agreement, has determined that it will obtain no advantage from undertaking the construction by the City directly of the Facilities, and that the provisions of this Acquisition Agreement require that the Facilities be constructed by the Developer as if they had been constructed under the direction and supervision of the City. The Developer hereby represents that it has experience in the supervision of the construction of improvements of the character of the Facilities.

**Section 2.7 Time Lapsed Between Approval and Execution of Acquisition Agreement; Intent of the Parties.**

(a) On April 25, 2016, the City Council of the City, by adoption of its Resolution No. 6328, approved the execution and delivery of this Acquisition Agreement by each of the Mayor, the City Manager, and the Finance Manager of the City (each, an “Authorized City Signatory”) in substantially the form presented at the April 25, 2016 City Council meeting, with such changes, insertions and omissions as may be approved by the Authorized City Signatory executing this Acquisition Agreement.

(b) Recently, the Developer has requested the City to cause the District to issue Bonds for Improvement Area No. 1 of the District, and in connection with the proceedings to issue such Bonds, it has been discovered that due to inadvertence, the parties have not executed this Acquisition Agreement prior to the respective dates written on the signature page hereof.

(c) After the adoption of Resolution No. 6328 on April 25, 2016 and prior to the execution of this Acquisition Agreement, the parties have caused certain modifications to be made to the form of this Acquisition Agreement. Each of the City, the Developer, and the Developer Manager acknowledge, confirm, and agree that such modifications are consistent with the parties’ intent of and for the Acquisition Agreement and the authorization contained in Resolution No. 6328.

**Section 2.8 Effective Date.** Notwithstanding the lapse of time between the City Council’s approval of this Acquisition Agreement and the parties’ execution hereof, the parties hereto acknowledge, confirm, and agree that the “Effective Date” of this Acquisition Agreement was intended to be and is May 1, 2016, as reflected in Appendix A of the Notices of Special Tax Lien recorded with respect to Improvement Area No. 1 and Improvement Area No. 2 of the District on July 21, 2016 in the Official Records of the San Bernardino County Recorder as, respectively, Document No. 2016-0292605 and Document No. 2016-0292604.

**Section 2.9 Agreements.** In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

## ARTICLE III

### FUNDING

**Section 3.1 City Proceeding.** Upon the written request of the Developer, the Developer and the City staff shall meet regarding the amount, timing and other material aspects of each series of the Bonds. The legal proceedings for the issuance of the Bonds and the series, principal amounts, rates, terms, conditions and timing of the sale of the Bonds shall be in all respects be solely determined by the City Council of the City, acting as the governing body of the District, in its sole discretion; provided that, subject to satisfaction of the applicable City financing policies, sound municipal financing practices and the requirements of this Acquisition Agreement, the City shall use reasonable efforts to issue and sell the Bonds for each Improvement Area in one or more series in an amount sufficient to fund the Facilities and DIFs in accordance with this Acquisition Agreement and the Developer's schedule for development of its property within the applicable Improvement Area. The authorized aggregate principal amount of the Bonds is \$22,000,000, which includes \$10,000,000 for Improvement Area No. 1 and \$12,000,000 for Improvement Area No. 2, and the currently estimated principal amount of the Bonds is \$18,000,000. For purposes of sizing each series of Bonds, the priority annual administrative expense shall be \$20,000 per Improvement Area.

**Section 3.2 Special Taxes and Bonds.** Prior to the issuance of the first series of Bonds of an Improvement Area, the "Assigned Special Tax" shall be levied each fiscal year on parcels classified as "Developed Property" pursuant to and as defined in the Rate and Method. For the Fiscal Year 2016-17 and Fiscal Year 2017-18 levies, there were no parcels within either Improvement Area of the District classified as "Developed Property" pursuant to the applicable Rate and Method. The Net Proceeds of such Special Taxes shall be deposited in the Improvement Fund. Following the issuance of the first series of Bonds of an Improvement Area, Special Taxes shall be levied in accordance with the Rate and Method and applied in accordance with the Indenture for such series of Bonds. The City, in connection with this Acquisition Agreement, shall proceed with the issuance and delivery of the Bonds for the District on behalf of the Improvement Area. The City shall not be obligated to finance any DIFs or pay the Purchase Price of the Facilities or any Discrete Components thereof except from amounts on deposit in the Improvement Fund. The City makes no warranty, express or implied, that the total Net Proceeds deposited and held in the Improvement Fund, including any investment earnings thereon deposited to the Improvement Fund, will be sufficient for payment of the DIFs or the Purchase Price of all of the Facilities.

**Section 3.3 Net Proceeds.** The proceeds of the Bonds shall be deposited, held, invested, reinvested and disbursed as provided in the Indenture. The Net Proceeds of the Bonds will be set aside under the Indenture in the Improvement Fund. Moneys in the Improvement Fund shall be withdrawn therefrom in accordance with the provisions of the Indenture and the applicable provisions hereof for payment of all or a portion of the DIFs and the costs of construction and/or acquisition of the Facilities (including payment of the Purchase Price of Discrete Components thereof), all as herein provided.

The Developer acknowledges that any lack of availability of amounts in the Improvement Fund to pay the Purchase Price of Facilities or any Discrete Components thereof and/or the DIFs

shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for public facilities and mitigation measures required by any Conditions of Approval or any other subdivision, development or other agreement to which the Developer is a party, or any governmental approval to which the Developer or any land within the District is subject.

**Section 3.4 Disclosure of Special Tax.** Copies of the executed “Notices of Special Tax” required by California Government Code Section 53341.5 provided to the purchaser of real property within the District shall be provided to the Finance Manager. The Finance Manager’s receipt of such “Notices of Special Tax” shall not be construed as City or District approval of the form of Notice or in any way make the City or District liable for deficiencies in such “Notice of Special Tax.”

Prior to the Bonds being issued, the Developer will be required to provide all information regarding the development of its property, including the financing plan for such development, which is necessary to ensure that the official statement for such Bonds complies with the requirements of all applicable federal and state securities laws, including without limitation Rule 15c2-12 and Rule 10(b)-5 of the Securities and Exchange Commission (the “Commission”). Moreover, each property owner which is responsible for twenty percent (20%) or more of the maximum special tax within the applicable Improvement Area at the time each series of Bonds are issued (each a “Major Landowner”) will be required to enter into a continuing disclosure agreement to provide such continuing disclosure pertaining to the development of the land owned by such Major Landowner in the applicable Improvement Area as necessary to assist the underwriter of the series of Bonds in complying with the continuing disclosure requirements of Rule 15c2-12 of the Commission.

## ARTICLE IV

### CONSTRUCTION OF FACILITIES

**Section 4.1 Plans.** To the extent that it has not already done so, the Developer shall cause Plans to be prepared for the Facilities. The Developer shall obtain the City’s written approval of the Plans in accordance with applicable ordinances and regulations of the City and/or the public entity that will own and operate the Facilities. Copies of all Plans shall be provided by the Developer to the Director upon request therefor, and, in any event, a written assignment of the Plans for any Facility shall be provided to the City upon the earlier of (i) prior to the payment of the Purchase Price for a Discrete Component described in Exhibit A of this Agreement that consists solely of the design, engineering, and other soft costs incurred prior to award of construction contract for a Facility; and (ii) prior to the City’s acceptance of the Facility, and as built drawings shall be provided to the City within 60 days of such acceptance.

**Section 4.2 Duty of Developer to Construct.** All Facilities and Discrete Components thereof to be acquired hereunder shall be constructed at the direction of the Developer in accordance with the approved Plans following the solicitation of competitive bids as provided in Section 4.3 hereof. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to bid, administer and coordinate all work related to the design, engineering, acquisition, construction and installation of the Facilities to be acquired by the City from the Developer hereunder.

The Developer shall be obligated: (i) to cause the construction and cause conveyance to the City (or other applicable governmental agency) of all Facilities and Discrete Components thereof listed in Exhibit A hereto in accordance with the Conditions of Approval, and (ii) to use its own funds to pay all costs thereof in excess of the Purchase Prices thereof to be paid hereunder, if any.

The Developer shall not be relieved of its obligation to cause the construction of each Facility and Discrete Component thereof listed in Exhibit A hereto and convey each such Facility and Discrete Component to the City in accordance with the terms of this Agreement and the Conditions of Approval even if, (i) because of the limitations imposed by Section 5.6 hereof, the Purchase Price for such Discrete Component or Facility is less than the Actual Cost, or cost to the Developer, of such Discrete Component or Facility, or (ii) there are no funds or insufficient funds in the Improvement Fund to pay the Purchase Prices thereof, and, in any event, this Acquisition Agreement shall not affect any obligation of any owner of land in the District under the Conditions of Approval with respect to the public improvements required in connection with the development of the land within the District. The obligation of the Developer to construct and convey such Facilities, and pay the costs thereof in excess of available monies in the Improvement Fund and the timing of construction of such Facilities, shall be determined by the applicable Conditions of Approval.

**Section 4.3 Relationship to Public Works.** This Acquisition Agreement is for the acquisition by the City of the Facilities and payment for Discrete Components thereof listed in Exhibit A hereto from monies in the Improvement Fund and is not intended to be a public works contract. Notwithstanding the foregoing, the Developer shall competitively bid and award all contracts for construction of the Facilities listed in Exhibit A hereto, as amended from time to time, and materials related thereto by means of a competitive bid process acceptable to the Director. At the Developer's request, the Director shall review the Developer's proposed bid process and either provide modifications or written acknowledgment that it is acceptable. The Developer shall endeavor to obtain at least two bids for such Facility or Discrete Component thereof by means of a bidding process acceptable to the Director. Bids for each Discrete Component shall be submitted in sealed envelopes to the Developer prior to the time and date prescribed for bid opening. The Developer shall open the bids immediately following the submittal deadline. The Director or his or her designee may be present at all bid openings and may direct that all bids be submitted to the Director. Upon written request of the Director, the Developer shall provide an analysis of bids for construction and materials for the Facilities, constructed or to be constructed by or under the supervision of the Developer. The Developer shall award each bid to the lowest responsible and responsive bidder.

From time to time at the request of the Director, the Developer shall meet and confer with City staff, consultants and contractors regarding matters arising hereunder with respect to the Facilities, Discrete Components and the progress in constructing and acquiring the same, and as to any other matter related to the Facilities or this Acquisition Agreement. The Developer shall advise the Director in advance of any coordination and scheduling meetings to be held with contractors relating to the Facilities, in the ordinary course of performance of an individual contract. The Director or the Director's designated representative shall have the right to be present at such meetings, and to meet and confer with individual contractors if deemed advisable by the Director to resolve disputes and/or ensure the proper completion of the Facilities.

**Section 4.4 Independent Contractor.** In performing this Acquisition Agreement, the Developer is an independent contractor and not the agent or employee of the City. The City shall not be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee or supplier of the Developer.

**Section 4.5 Performance and Payment Bonds.** The Developer agrees to comply with all applicable performance and mechanics and materialmen bonding requirements of the City (and other applicable public entities and/or public utilities) with respect to the construction of the Facilities and any Discrete Component thereof, as requested by the City. Without limiting the foregoing, the Developer agrees to provide payment bonds to the City with respect to each Facility and any Discrete Component thereof, (i) securing with respect to the construction contract for such Facility or Discrete Component the payment of claims of laborers (including but not limited to the payment of prevailing wages as required by Section 9.1(g) of this Acquisition Agreement), mechanics, material suppliers, and other persons as provided by law, and (ii) consistent with the requirements of Sections 9550 and 9554 of the California Civil Code. Each such payment bond shall be maintained in full force and effect for at least such time until both of the following conditions have been satisfied: (A) fifteen (15) days have passed after the later of (x) the expiration of the applicable statutory period in which any person may bring suit against the surety(ies) on a payment bond as set forth in Sections 8609 or 9558 of the Civil Code or (y) the expiration of the applicable statutory period in which any person may record a lien pursuant to Sections 8412 or 8414 of the Civil Code; and (B) no such suit or lien has been filed at such time.

In the event a contractor to whom the Developer awards a subject construction contract provides a payment bond meeting the requirements hereof, such contractor's payment bond shall be deemed as the provision by the Developer of a payment bond hereunder.

**Section 4.6 Contracts and Change Orders.** The Developer shall be responsible for entering into all contracts and any supplemental agreements (commonly referred to as "change orders") required for the construction of the Facilities listed in Exhibit A hereto, as amended from time to time, and all such contracts and change orders shall be submitted to the Director. Prior approval of change orders by the Director shall only be required for such change orders which in any way materially alter the quality or character of the subject Facilities, or which involve an amount equal to \$50,000 or greater. The City expects that such change orders needing prior approval by the Director will be approved or denied (any such denial to be in writing, stating the reasons for denial and the actions, if any, that can be taken to obtain later approval) within ten (10) business days of receipt by the Director thereof.

**Section 4.7 Time for Completion.** The Developer agrees that this Acquisition Agreement is for the benefit of the City, the District, and the Developer and, therefore, the Developer represents that it expects to complete the Facilities that are intended to be financed with the Net Proceeds of each series of Bonds and to have requested payment for such Facilities under this Acquisition Agreement within eighteen (18) calendar months from the date of the closing of the series of Bonds. Any failure to complete the Facilities within said time period shall not, however, in itself, constitute a breach by the Developer of the terms of this Acquisition Agreement.

The Developer agrees to use its good faith efforts to complete all Facilities that are intended to be financed with the Net Proceeds of each series of Bonds within eighteen (18) calendar months from the date of closing of the Bonds.

## ARTICLE V

### ACQUISITION AND PAYMENT

**Section 5.1 Inspection.** No payment hereunder shall be made by the City to the Developer for a Facility or Discrete Component thereof until the Facility or Discrete Component thereof has been inspected and found to be completed in accordance with the approved Plans by the City or other applicable public entity or utility. The City shall make or cause to be made periodic site inspections of the Facilities to be acquired hereunder on a timely basis; provided that in no event shall the City incur any liability for any delay in the inspection of any Facilities or Discrete Components. For Facilities to be acquired by other public entities or utilities, the Developer shall be responsible for obtaining such inspections and providing written evidence thereof to the Director. The Developer agrees to pay all inspection, permit and other similar fees of the City applicable to construction of the Facilities.

**Section 5.2 Agreement to Sell and Acquire Facilities.** The Developer hereby agrees to sell the Facilities and Discrete Component listed in Exhibit A hereto to the City (or other applicable public agency that will own such Facility and Discrete Component), and the City hereby agrees to use amounts in the Improvement Fund to pay the Purchase Prices thereof to the Developer, subject to the terms and conditions hereof. The City shall not be obligated to acquire any Facility or Discrete Component until the Facility or Discrete Component is completed and the Acceptance Date for such Facility has occurred; provided that the City has agreed hereunder to make payments to the Developer for certain Discrete Components of Facilities as shown in Exhibit A hereto, as it may be supplemented by any Supplement. The Developer acknowledges that the Discrete Components have been identified for payment purposes only, and that the City (or other applicable public agency that will own a Facility) shall not accept a Facility of which a Discrete Component is a part until the entire Facility has been completed. The City acknowledges that the Discrete Components do not have to be accepted by the City (or other applicable public agency that will own a Facility) as a condition precedent to the payment of the Purchase Price therefor, but any such payment shall not be made until the Discrete Component has been completed in accordance with the Plans therefor, as determined by the Director. In any event, the City shall not be obligated to pay the Purchase Price for any Facility or Discrete Component except from the moneys in the Improvement Fund.

**Section 5.3 Payment Requests.** In order to receive the Purchase Price for a completed Facility or Discrete Component, inspection thereof under Section 5.1 shall have been made and the Developer shall deliver to the Director: (i) a Payment Request in the form of Exhibit C hereto for such Facility or Discrete Component, together with all attachments and exhibits required by Exhibit C and this Section 5.3 to be included therewith (including, but not limited to Attachments 1 and 2 to Exhibit C), and (ii) if payment is requested for a completed Facility, (a) if the property on which the Facility is located is not owned by the City (or other applicable public agency that will own the Facility) at the time of the request, a copy of the recorded documents conveying to the City (or other applicable public agency that will own the Facility) Acceptable

Title to the real property on, in or over which such Facility is located, as described in Section 6.1 hereof, (b) a copy of the recorded notice of completion of such Facility (if applicable) in the form prescribed by Section 8182 of the California Civil Code, executed by the Developer as an owner and reciting the name and address of the City (or other applicable public agency that will own such Facility) as an owner of an interest as a vendee under a contract of purchase, and otherwise acceptable to the Director, recorded in the Official Records of the County of San Bernardino Recorder (or other applicable county recorder, if any) at least sixty-five days prior to the City's acceptance of the Facility (or acceptance by another applicable public agency that will own such Facility), (c) to the extent paid for with the proceeds of the Bonds, an assignment to the District of any reimbursements that may be payable with respect to the Facility, such as public or private utility reimbursements, and (d) an assignment of warranties and guaranties for such Facility, as described in Section 6.6 hereof, in a form acceptable to the City.

**Section 5.4 Processing Payment Requests.** Upon receipt of a Payment Request (and all accompanying documentation), the Director shall conduct a review in order to confirm that such request is complete, that such Discrete Component or Facility identified therein was constructed in accordance with the Plans therefor, and to verify and approve the Actual Cost of such Discrete Component or Facility specified in such Payment Request. The Director shall also conduct such review as is required in the Director's discretion to confirm the matters certified in the Payment Request. The Developer agrees to cooperate with the Director in conducting each such review and to provide the Director with such additional information and documentation as is reasonably necessary for the Director to conclude each such review. For any Facilities to be acquired by another public entity or utility, the Developer shall provide evidence acceptable to the Director that such Facilities are acceptable to such entity or utility. Except with respect to any Payment Request received by the Director prior to the issuance of Bonds (as to which the Director shall review within a reasonable period of time and within ten (10) business days upon the issuance of Bonds), within ten (10) business days of receipt of any Payment Request, the Director expects to review the request for completeness and notify the Developer whether such Payment Request is complete, and, if not, what additional documentation must be provided. If such Payment Request is complete, the Director expects to provide a written approval or denial (specifying the reason for any denial) of the request within twenty (20) calendar days of its submittal. If a Payment Request seeking reimbursement for more than one Facility or Discrete Component is denied, the Director shall state whether the Payment Request is nevertheless approved and complete for any one or more Facilities or Discrete Components and any such Facilities or Discrete Components shall be processed for payment under Section 5.5 notwithstanding such partial denial. The City's and District's Costs associated with the acquisition of Facilities and processing of Payment Requests shall be reimbursed from the Improvement Fund or from amounts advanced by the Developer to the extent insufficient funds are on deposit in the Improvement Fund, which advances may be later repaid to the Developer out of the Improvement Fund.

**Section 5.5 Payment.** Upon approval of the Payment Request by the Director, the Director shall sign the Payment Request and forward the same to the Finance Manager of the City. Upon receipt of the reviewed and fully signed Payment Request, the Finance Manager of the City shall, within the then current City financial accounting payment cycle but in any event within ten (10) business days of receipt of the approved Payment Request, cause the same to be paid by the Trustee under the applicable provisions of the Indenture or Bond Resolution, to the

extent of funds then on deposit in the Improvement Fund. Any approved Payment Request not paid due to an insufficiency of funds in the Improvement Fund, shall be paid promptly following the deposit into the Improvement Fund of proceeds of any investment earnings or other amounts transferred to the Improvement Fund under the terms of the Indenture.

The Purchase Price paid hereunder for any Facility or Discrete Component shall constitute payment in full for such Facility or Discrete Component, including, without limitation, payment for all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of such Facility or Discrete Component, as specified in the Plans.

**Section 5.6 Restrictions on Payments.** Notwithstanding any other provisions of this Acquisition Agreement, the following restrictions shall apply to any payments made to the Developer under Sections 5.2 and 5.5 hereof:

(a) Amounts of Payments. Subject to the following paragraphs of this Section 5.6, payments for each Discrete Component or Facility will be made only in the amount of the Purchase Price for the respective Discrete Component or Facility.

Nothing herein shall require the City in any event (i) to pay more than the Actual Cost of a Facility or Discrete Component, or (ii) to make any payment beyond the available funds in the Improvement Fund. The parties hereto acknowledge and agree that all payments to the Developer for the Purchase Prices of Facilities or Discrete Components are intended to be reimbursements to the Developer for monies already expended or for immediate payment by the Developer (or directly by the City) to third parties in respect of such Facilities and/or Discrete Components.

(b) Joint or Third Party Payments. The City may make any payment jointly to the Developer and any mortgagee or trust deed beneficiary, contractor or supplier of materials, as their interests may appear, or solely to any such third party, if the Developer requests the same in writing.

(c) Withholding Payments. The City shall be entitled, but shall not be required, to withhold any payment hereunder for a Discrete Component or a Facility if the Developer or any Affiliate is delinquent in the payment of ad valorem real property taxes, special assessments or taxes, or special taxes levied in the District. In the event of any such delinquency, the City shall only make payments hereunder, should any be made at the City's sole discretion, directly to contractors or other third parties employed in connection with the construction of the Facilities or to any assignee of the Developer's interests in this Acquisition Agreement (and not to the Developer or any Affiliate), until such time as the Developer provides the Director with evidence that all such delinquent taxes and assessments have been paid.

The City shall withhold payment for any Discrete Component or Facility constructed on land, until Acceptable Title to such land is conveyed to the City or other public entity that will own the respective Facility, as described in Article VI hereof.

The City shall be entitled to withhold any payment hereunder for a Discrete Component that is the subject of a Payment Request until it is satisfied that any and all claims for labor and materials have been paid by the Developer for the Discrete Component that is the subject

of a Payment Request, or conditional lien releases have been provided by the Developer for such Discrete Component. The City, in its discretion, may waive this limitation upon the provision by the Developer of sureties, undertakings, securities and/or bonds of the Developer or appropriate contractors or subcontractors and deemed satisfactory by the Director to assure payment of such claims.

The City shall be entitled to withhold payment for any Facility (or final Discrete Component) hereunder to be owned by the City until: (i) the Director determines that the Facility is ready for its intended use, (ii) the Acceptance Date for the Facility has occurred and the requirements of Section 6.1, if applicable to such Facility, have been satisfied, (iii) a Notice of Completion executed by the Developer, meeting the requirements of Section 5.3 of this Acquisition Agreement, and otherwise in a form acceptable to the Director has been recorded for the Facility, and (iv) general lien releases in accordance with California Civil Code Section 8122 et seq. conditioned solely upon payment from the proceeds of the Bonds to be used to acquire such Facility (or final Discrete Component) from all contractors, subcontractors, and suppliers associated with construction of the Facility or other similar documentation satisfactory to the City (such as a lien-free endorsement from a title company) have been submitted to the Director for the Facility. The City hereby agrees that the Developer shall have the right to post or cause the appropriate contractor or subcontractor to post a bond with the City to indemnify it for any losses sustained by the City because of any liens that may exist at the time of acceptance of such a Facility, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Director. The City shall be entitled to withhold payment for any Facility (or the final Discrete Component of any such Facility) to be owned by other governmental entities, until the Developer provides the Director with evidence that the governmental entity has accepted dedication of and/or title to the Facility. If the Director determines that a Facility is not ready for intended use under (i) above, the Director shall so notify the Developer as soon as reasonably practicable in writing specifying the reason(s) therefor.

Nothing in this Acquisition Agreement shall be deemed to prohibit the Developer from contesting in good faith the validity or amount of any mechanics or materialman's lien nor limit the remedies available to the Developer with respect thereto so long as such delay in performance shall not subject the Facilities or any Discrete Component thereof to foreclosure, forfeiture or sale. In the event that any such lien is contested, the Developer shall only be required to post or cause the delivery of a bond in an amount equal to the amount in dispute with respect to any such contested lien, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Director.

(d) Retention. The City shall withhold in the Improvement Fund an amount equal to ten percent (10%) of the Purchase Price of each Discrete Component to be paid hereunder. Any such retention will be released to the Developer upon final completion and acceptance of the related Facility.

Notwithstanding the foregoing, the Developer shall be entitled to payment of any such retention upon the completion and acceptance of a Discrete Component, if securities meeting the requirements of the California Public Contracts Code are deposited in lieu thereof in accordance with Section 6.5 hereof. Payment of any retention shall also be contingent upon the availability of monies in the Improvement Fund therefore. No retention shall apply if the Developer proves to the Director's satisfaction that the Developer's contracts for the Discrete Components provide for the same retention as herein provided, so that the Purchase Price paid for the Discrete Component is at all times net of the required retention.

(e) Frequency. Unless otherwise agreed to by the Director, no more than one Payment Request shall be submitted by the Developer in any calendar month, but Payment Request may include more than one Facility or Discrete Component.

**Section 5.7 Defective or Nonconforming Work.** If any of the work done or materials furnished for a Facility or Discrete Component are found by the Director to be defective or not in accordance with the applicable Plans: (i) and such finding is made prior to payment for the Purchase Price of such Facility or Discrete Component hereunder, the City may withhold payment therefor until such defect or nonconformance is corrected to the satisfaction of the Director, or (ii) and such finding is made after payment of the Purchase Price of such Facility or Discrete Component, the City and the Developer shall act in accordance with the City's standard specification for public works construction.

**Section 5.8 Modification of Discrete Components.** Subject to Section 53313.51 of the Act, the Developer may submit to the Director one revised Exhibit A for the purpose of updating the description of one or more Discrete Component and/or Facility or identifying other Facilities, Discrete Components or DIFs that are eligible to be financed, and upon the approval of the Director or, at the sole discretion of the Director, the City Council of the City, such revised Exhibit A shall replace the original Exhibit A in its entirety. In this regard, Section 53313.51 provides that Discrete Components must be capable of serviceable use, unless the Purchase Price for the Facility exceeds one million dollars (\$1,000,000), in which case the City may agree to purchase such Discrete Components of the partially completed Facility as the City Council (or the Director, as the City Council's delegate) may determine, in its sole discretion. Any such modification shall be subject to the written approval of the Director, or the City Council of the City, as applicable, and shall not diminish the overall Facilities to be provided by the Developer (in a material way such that the change invalidates any of the assumptions used in the appraisal conducted in connection with any prior issuance of Bonds). It is expected that any such modification with respect to Discrete Components will be for purposes of dividing up the work included in any Discrete Component for purposes of acceptance and payment, for example: (i) separation of irrigation and landscaping from other components of a Discrete Component, or (ii) modifications to allow for payment for roadway improvements prior to completion of the top course of paving. In most instances, the Developer will only request the City to approve modification for payment purposes when there will be an unusual period of time between the completion and acceptance of such divided work or to better implement the phasing of the overall construction of the Facilities; but no such circumstances shall in any way obligate the City, acting through the Director or the City Council, as applicable, to approve such modification.

## ARTICLE VI

### OWNERSHIP AND TRANSFER OF FACILITIES

**Section 6.1 Facilities to be Owned by the City-Conveyance of Land and Easements to City.** Acceptable Title to all property on, in or over which each Facility to be acquired by the City will be located, shall be deeded over to the City by way of grant deed, or dedication of such property, or easement thereon, if such conveyance of interest is approved by the City as being a sufficient interest therein to permit the City to properly own, operate and maintain such Facility

located therein, thereon or thereover, and to permit the Developer to perform its obligations as set forth in this Acquisition Agreement. The Developer agrees to assist the City in obtaining such documents as are required to obtain Acceptable Title. Completion of the transfer of title to land shall be accomplished prior to the payment of the Purchase Price for a Facility (or the last Discrete Component thereof) and shall be evidenced by recordation of the acceptance thereof by the City Council or the designee thereof.

**Section 6.2 Facilities to be Owned by the City-Title Evidence.** Upon the request of the City, the Developer shall furnish to the City a preliminary title report for land with respect to Facilities to be acquired by the City and not previously dedicated or otherwise conveyed to the City, for review and approval at least fifteen (15) business days prior to the transfer of the Acceptable Title to a Facility to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to such Facility or pay the Purchase Price for such Facility (or the last Discrete Component thereof) until the Developer has cured such objections to title to the reasonable satisfaction of the City. In the event the Developer cannot cure such objections to title, City agrees to consider the use of eminent domain pursuant to Section 6.3 hereof for such purpose.

**Section 6.3 Facilities Constructed on Private Lands.** If any Facilities to be acquired are located on privately-owned land, the owner thereof shall retain title to the land and the completed Facilities until acquisition of the Facilities under Article V hereof. Pending the completion of such transfer, the Developer shall not be entitled to receive any payment for any such Facility or the last Discrete Component thereof. The Developer shall, however, be entitled to receive payment for Discrete Components (other than the last Discrete Component) upon making an irrevocable offer of dedication of such land in form and substance acceptable to the Director. Notwithstanding the foregoing, upon written request of the City before payment for any Discrete Component of such a Facility, the Developer shall convey or cause to be conveyed Acceptable Title thereto in the manner described in Sections 6.1 and 6.2 hereof.

It shall be the responsibility of the Developer to acquire all property rights on property which is not owned by the City or the Developer which is necessary for the construction of any of the Facilities. In the event, despite its exercise of best efforts to do so, the Developer is unable to acquire such property rights, the City shall in good faith consider the undertaking of proceedings to acquire such property rights through its exercise of the power of eminent domain, and the costs of such proceedings and acquisition shall be the responsibility of the Developer and shall comprise part of the Purchase Price of the related Facility.

**Section 6.4 Facilities Constructed on City Land.** If the Facilities to be acquired are on land owned by the City, including land as to which the City has acquired sufficient property rights in the manner described in Section 6.3 or otherwise, the City hereby grants to the Developer a license to enter upon such land for purposes related to the construction (and maintenance pending acquisition) of the Facilities. The provisions for inspection and acceptance of such Facilities otherwise provided herein shall apply.

**Section 6.5 Facilities to be Acquired by Other Public Agencies.** With respect to any Facility to be acquired by a public entity other than the City, the Developer shall comply with such entities rules and regulations regarding title and conveyance of property, and provide the Director with evidence of such compliance, prior to the payment of the Purchase Price for any such Facility (or the last Discrete Component thereof).

**Section 6.6 Maintenance and Warranties.** The Developer shall maintain or cause to be maintained each Discrete Component in good and safe condition until the Acceptance Date of the Facility of which such Discrete Component is a part. Prior to the Acceptance Date, the Developer shall be responsible for performing any required maintenance on any completed Discrete Component or Facility. On or before the Acceptance Date of the Facility, the Developer shall assign to the City all of the Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to such Facility. For each Facility to be owned by the City, the Developer shall provide a warranty bond reasonably acceptable in form and substance to the Director to remain in effect for a period of one year from the date of acceptance of each Facility. The City shall be responsible for maintenance of each Facility from and after the Acceptance Date thereof, except that with respect to landscaping improvements, the Developer shall maintain or cause to be maintained such landscape improvements for a period of one year following the Acceptance Date thereof or shall provide a bond reasonably acceptable in form and substance to the Director for such period and for such purpose (for landscaping improvements only, and for the posting of a warranty bond to remain in effect for one year as to other Facilities), to insure that defects, which appear within said period will be repaired, replaced, or corrected by the Developer, at its own cost and expense, to the satisfaction of the Director. The Developer shall commence to repair, replace or correct any such defects within thirty (30) days after written notice thereof by the City to the Developer, and shall complete such repairs, replacement or correction as soon as practicable. Any warranties, guarantees or other evidences of contingent obligations of third persons with respect to the Facilities to be acquired by the City shall be delivered to the Director as part of the transfer of title.

## ARTICLE VII

### INSURANCE

**Section 7.1 Insurance Requirements.** The Developer shall, at all times prior to the final Acceptance Date of all Facilities, maintain and deliver to the City evidence of and keep in full force and effect, not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policies satisfactory to the Director: (i) Workers Compensation and Employer's Liability - Workers' Compensation - coverage as required by law; Employer's Liability - limits of at least \$100,000.00 per occurrence; (ii) Comprehensive General Liability - Combined Single Limit - \$1,000,000.00; (iii) Automobile Liability - Combined Single Limit - \$1,000,000.00, (the automobile and general comprehensive liability policies shall be accompanied by an umbrella policy with a combined limit of \$5,000,000.00); and (iv) Errors and Omissions Insurance - Combined Single Limit - \$1,000,000.00.

All of the Developer's insurance policies shall contain an endorsement providing that written notice shall be given to the City at least 30 calendar days prior to termination or cancellation of coverage of the policy.

The Comprehensive General Liability and Bodily Injury and Property Damage Liability policies shall contain the following:

(a) An endorsement extending coverage to the City and the District and their respective agents as an additional insured, as respects liabilities arising out of the performance of any work related to the Facilities. Which insurance shall be primary insurance as respects the interests of the City and the District, and any other insurance maintained by the City or the District shall be excess and not contributing insurance with the insurance required hereunder.

(b) Severability of interest clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to contractual liability assumed by the Developer.

Promptly on execution of this Acquisition Agreement by the Developer, the Developer shall deliver to the Director copies of all required certificates of insurance and endorsements thereto on forms which are acceptable to the Director, the Risk Manager of the City, and the City Attorney.

The Developer shall require and verify similar insurance on the part of its contractors and subcontractors.

The foregoing requirements as to the types, limits and City approval of insurance coverage to be maintained by the Developer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Developer under this Acquisition Agreement.

Any policy or policies of insurance that the Developer or its contractors or subcontractors elect to carry as insurance (i) against loss or damage to their construction equipment and tools or other personal property used in fulfillment of this Acquisition Agreement or a contract related to the Facilities shall include a provision waiving the insurer's right of subrogation against the City and the District, and (ii) in fulfillment of this Acquisition Agreement involving a dual obligee bond may contain a clause to the effect that: "provided that Principal and Surety shall not be liable to the Obligees or any of them unless the Obligees or any of them have performed the obligations to the Principal in accordance with the terms of said contract; and provided, further, that Principal and Surety shall not be liable to all Obligees in the aggregate in excess of the penal sum above stated."

**Section 7.2 Standards Applicable.** The Developer may effect such coverage under blanket insurance policies, provided, however, that (i) such policies are written on a per occurrence basis, (ii) such policies comply in all other respects with the provisions of Section 7.1, and (iii) the protection afforded the City and the District under any such policy shall be no less than that which would be available under a separate, policy relating only to this Acquisition Agreement. All insurance policies as required by this Article VII shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A-VII or better.

**Section 7.3 Evidence of Insurance.** The Developer shall furnish to the City, from time to time upon request of the Director, a certificate of insurance regarding each insurance policy required to be maintained by the Developer hereunder.

## ARTICLE VIII

### DIFS

**Section 8.1 Reimbursement and Advance Funding of DIFs.** The Developer may submit to the City from time to time a Payment Request in the form attached hereto as Exhibit C-1 for reimbursement of any DIFs previously paid to the City in an amount not to exceed the amount on deposit in the Improvement Fund of the applicable Improvement Area. In the event that the amount in such Improvement Fund is less than the total amount of DIFs previously paid to the City for property located within the applicable Improvement Area and requested for reimbursement in a Payment Request, the unpaid amount shall be reimbursed to the Developer when additional funds are subsequently deposited in such Improvement Fund in an amount equal to or greater than such unpaid amount of the Payment Request. Notwithstanding the foregoing, all or any portion of the DIFs representing the Development Agreement Fee may be reimbursed from the Improvement Fund for either or both Improvement Areas. Payment Requests for reimbursement for which moneys on deposit in the applicable Improvement Fund are prerequisite shall be provided to the City not more than ninety (90) days following issuance of the last series of Bonds issued for by the District on behalf of the applicable Improvement Area.

Upon receipt of a Disbursement Request in the form attached hereto as Exhibit C-2 (a “Disbursement Request”), the City may withdraw from the applicable Improvement Fund the amount specified in such Disbursement Request to pay all or a portion of the DIFs which are then estimated to be due and payable by Developer or its successors and assigns with respect to all or any portion of the property within the applicable Improvement Area. The City shall provide a credit against the applicable DIFs for property located within the applicable Improvement Area to Developer or its successors and assigns equal to the amount of the money disbursed pursuant to the Disbursement Request for a particular DIF divided by the per dwelling unit/equivalent dwelling unit/acre amount of the DIF at the time of the disbursement.

Some of the Facilities may be in the City DIF program. Developer shall be entitled to full credit against the applicable DIF for the Developer’s construction of a Facility whether or not the Purchase Price of such Facility is funded out of an Improvement Fund. If Developer receives a credit against a DIF as the result of Developer’s construction of any public improvement, Developer shall only be entitled to fund pursuant to the terms of this Acquisition Agreement Developer’s remaining obligation for such DIF, net of such credit amount.

## ARTICLE IX

### REPRESENTATIONS, WARRANTIES AND COVENANTS

**Section 9.1 Representations, Covenants and Warranties of the Developer.** The Developer represents, covenants, and warrants for the benefit of the City and the District, as follows:

(a) Organization. The Developer is a limited liability company duly organized and validly existing under the laws of the State of Delaware and validly doing business and in good standing in the State of California, is in compliance with all applicable laws of the State, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) Authority. The Developer has the power and authority to enter into this Acquisition Agreement, and has taken all action necessary to cause this Acquisition Agreement to be executed and delivered, and this Acquisition Agreement has been duly and validly executed and delivered by the Developer.

(c) Binding Obligation. This Acquisition Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Laws. The Developer shall not with knowledge commit, suffer or permit any act to be done in, upon or to the lands of the Developer in the District or the Facilities in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Facilities.

(e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the City for the acquisition of any improvements that are not part of the Facilities, and (ii) it will diligently follow all procedures set forth in this Acquisition Agreement with respect to the Payment Requests.

(f) Financial Records. Until the final acceptance of the Facilities, the Developer covenants to maintain proper books of record and account for the construction of the Facilities and all costs related thereto. Which accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agent at any reasonable time during regular business hours on reasonable notice.

(g) Prevailing Wages. The Developer covenants that, with respect to any contracts or subcontracts for the construction of the Facilities to be acquired from the Developer hereunder, and for the construction of any other public improvements required by the Conditions of Approval, it will assure complete compliance with any applicable law or regulation for the payment of prevailing wages for such construction. In this regard, pursuant to California Labor Code Section 1781, the City hereby states, and the Developer hereby acknowledges, that the construction of the Facilities by the Developer, which will be paid in part out of public funds, is “public work” (as defined in, and within the meaning of, Section 1720 of the Labor Code) to which Section 1771 of the Labor Code applies; provided, as stated in Section 4.3 hereof, this Acquisition Agreement is not intended to be a public works contract, the City and the Developer agree that the Facilities are of local and not state-wide concern, and the foregoing shall not in any way imply or be construed to mean that this Acquisition Agreement or the Facilities, or any Discrete Components thereof, constitute a public work for any purpose other than to assure compliance with the Labor Code.

(h) Plans. The Developer represents that it has obtained or will obtain approval of the Plans for the Facilities to be acquired from the Developer hereunder from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that the Facilities to be acquired from the Developer hereunder have been or will be constructed in full compliance with such approved plans and specifications and any supplemental agreements (change orders) thereto, as approved in the same manner.

(i) Land Owners. The Developer agrees that in the event that it sells any land owned by it within the boundaries of the District, the Developer will (i) notify the purchaser in writing prior to the closing of any such sale of the existence of this Acquisition Agreement and the Developer's rights and obligations hereunder with respect to the construction of and payment for the Facilities, and (ii) notify the purchaser in writing of the existence of the District and the special tax lien in connection therewith.

### **Section 9.2 Representations, Covenants and Warranties of the Developer Manager.**

The Developer Manager represents, covenants, and warrants for the benefit of the City and the District, as follows:

(a) Organization. The Developer Manager is a corporation duly organized and validly existing under the laws of the State of Delaware and validly doing business and in good standing in the State of California, is in compliance with all applicable laws of the State, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) Authority. The Developer Manager has the power and authority to enter into this Acquisition Agreement, and has taken all action necessary to cause this Acquisition Agreement to be executed and delivered, and this Acquisition Agreement has been duly and validly executed and delivered by the Developer Manager .

(c) Binding Obligation. This Acquisition Agreement is a legal, valid and binding obligation of the Developer Manager, enforceable against the Developer Manager in accordance with its terms, subject to bankruptcy and other equitable principles.

**Section 9.3 Indemnification and Hold Harmless.** The Developer and the Developer Manager, jointly and severally, shall assume the defense of, indemnify and save harmless the City and the District, members of the City Council, their respective officers, officials, employees and agents and each of them, from and against all actions, damages, claims, losses or expense of every type and description to which they may be subjected or put, by reason of, or resulting from the breach of any provision of this Acquisition Agreement by the Developer, the Developer's or any other entity's negligent design, engineering and/or construction of any of the Facilities acquired from the Developer hereunder, the Developer's non-payment under contracts between the Developer and its consultants, engineer's, advisors, contractors, subcontractors and suppliers in the provision of the Facilities, or any claims of persons employed by the Developer or its agents to construct the Facilities. Notwithstanding the foregoing, no indemnification is given

hereunder to the extent of any action, damage, claim, loss or expense directly attributable to the willful misconduct or active negligence of the City or the District, or their respective officers, directors, employees or agents hereunder.

No provision of this Acquisition Agreement shall in any way limit the Developer's responsibility (or the Developer Manager's responsibility as a joint and several indemnitor pursuant to this Section 9.3) for payment of damages resulting from the operations of the Developer, its agents, employees or its contractors.

The Developer and the Developer Manager, jointly and severally, shall also assume the defense of, indemnify and save harmless the City, the District, members of the City Council, their respective officers, employees and agents of each of them, from and against all actions, damages, claims, losses or expense of every type or description to which they may be subject by reason of the failure of the Developer or its successors-in interest to comply with any applicable laws or regulation or standards for the payment of prevailing wages for the construction of the Facilities or any other public improvements required by the Conditions of Approval (including all claims that may be made against the City or the District by contractors, subcontractors, or third party claimants pursuant to California Labor Code Section 1781). Without limiting the foregoing, the Developer, the Developer Manager and the City confirm, acknowledge and agree that the foregoing sentence represents and clarifies the original intent of the indemnity set forth in Section 5 of the Development Agreement as to prevailing wages.

The Developer waives and releases any rights to challenge the enforceability of this indemnity or any part thereof and agrees that it is valid and enforceable under all applicable laws. Relative to the foregoing waiver and release, the Developer acknowledges the protections of Civil Code Section 1542, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

By initialing below, the Developer knowingly and voluntarily waives the provisions of Section 1542 or any similar law solely in connection with the waivers and releases contained in this section.

  
\_\_\_\_\_  
Initials of Authorized  
Developer Representative

The Developer Manager waives and releases any rights to challenge the enforceability of this indemnity or any part thereof and agrees that it is valid and enforceable under all applicable laws. Relative to the foregoing waiver and release, the Developer Manager acknowledges the protections of Civil Code Section 1542, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if

known by him or her must have materially affected his or her settlement with the debtor.”

By initialing below, the Developer Manager knowingly and voluntarily waives the provisions of Section 1542 or any similar law solely in connection with the waivers and releases contained in this section.

  
\_\_\_\_\_  
Initials of Authorized  
Developer Manager Representative

## ARTICLE X

### TERMINATION

**Section 10.1 Mutual Consent.** This Acquisition Agreement may be terminated by the mutual, written consent of the City, the Developer, and the Developer Manager, in which event the City may let contracts for any remaining work related to the Facilities not theretofore acquired from the Developer hereunder, and use all or any portion of the monies in the Improvement Fund to pay for same, and the Developer shall have no claim or right to any further payments for the DIFs or the Purchase Price of Facilities or Discrete Components hereunder, except as otherwise may be provided in such written consent.

**Section 10.2 City Election for Cause.** The following events shall constitute grounds for the City, at its option and in its sole discretion, to terminate this Acquisition Agreement, without the consent of the Developer or the Developer Manager:

(a) The Developer or the Developer Manager shall voluntarily file for reorganization or other relief under any Federal or State bankruptcy or insolvency law.

(b) The Developer or the Developer Manager shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of the Developer or the Developer Manager, or shall suffer an attachment or levy of execution to be made against the property it owns within the District unless, in any of such cases, such circumstance shall have been terminated or released within ninety (90) days thereafter.

(c) The Developer shall abandon construction of the Facilities. Failure for a period of six consecutive months to undertake substantial work related to the construction of Facilities that are required to be constructed at that time pursuant to the Conditions of Approval, other than for a reason specified in Section 10.3 hereof, shall constitute a non-inclusive example of such abandonment.

(d) The Developer or the Developer Manager shall breach any material covenant or default in the performance of any material obligation hereunder.

(e) The Developer or the Developer Manager shall transfer any of its rights or obligations under this Acquisition Agreement without the prior written consent of the City or as otherwise permitted hereunder.

(f) The Developer or the Developer Manager shall have made any intentional material misrepresentation or omission of any written materials furnished in connection with any preliminary official statement, official statement or bond purchase contract used in connection with the sale of any series of the Bonds.

If any such event occurs, the City shall give written notice of its knowledge thereof to the Developer and the Developer Manager, and the Developer agrees to meet and confer with the Director and other appropriate City staff and consultants as to options available to assure timely completion of the Facilities. Such options may include, but not be limited to the termination of this Acquisition Agreement by the City. If the City elects to terminate this Acquisition Agreement, the City shall first notify the Developer and the Developer Manager (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) of the grounds for such termination and allow the Developer and the Developer Manager a reasonable period (minimum of thirty (30) days) to eliminate or mitigate to the satisfaction of the Director the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Developer or the Developer Manager, to the satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof, as determined solely by the City), the Developer or the Developer Manager has not eliminated or completely mitigated such grounds, to the satisfaction of the City, the City may then terminate this Acquisition Agreement.

Notwithstanding the foregoing, so long as any event listed in any of clauses (a) through and including (f) above has occurred, notice of which has been given by the City to the Developer and the Developer Manager, and such event has not been cured or otherwise eliminated by the Developer or the Developer Manager, the City may in its sole discretion cease making payments for the Purchase Price of Facilities or Discrete Components under Article V hereof.

**Section 10.3 Force Majeure.** Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes, inclement weather or other acts of God, war, civil commotion, riots, strikes, acts of terrorism, picketing, other labor disputes, damage to work in progress by casualty, government shutdowns, moratoria or other restrictive laws or regulations, or the acts, omissions or breach of agreement by the other party to this Acquisition Agreement or its agents, contractors or subcontractors, or by other cause beyond the reasonable control of the party (financial inability excepted), then the specified time for performance shall be extended by the amount of the delay actually so caused.

## ARTICLE XI

### MISCELLANEOUS

**Section 11.1 Limited Liability of City and the District.** The Developer and the Developer Manager agree that any and all obligations of the City or the District arising out of or related to this Acquisition Agreement are special and limited obligations of the City or the

District, as applicable, and the City's or District's obligations to make any payments hereunder are restricted entirely to the moneys, if any, in the Improvement Fund and from no other source. No member of the City Council, or staff member, employee or agent of the City or the District shall incur any liability hereunder to the Developer, the Developer Manager, or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

**Section 11.2 Excess Costs.** The Developer agrees to pay all costs of the Facilities that it is obligated to construct in excess of the monies available therefor in the Improvement Fund.

**Section 11.3 Audit.** The Director and/or the Finance Manager or other finance officer of the City shall have the right, during normal business hours and upon the giving of two (2) business days prior written notice to the Developer, to review all books and records of the Developer pertaining to the Actual Cost incurred by the Developer in to any of the Facilities, and any bids taken or received for the construction thereof or materials therefor.

**Section 11.4 Attorney's Fees.** In the event that any action or suit is instituted by either party against the other arising out of this Acquisition Agreement, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys' fees.

**Section 11.5 Notices.** Any notice, payment or instrument required or permitted by this Acquisition Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered, or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by overnight delivery an original of the same within twenty-four hours after such transmission), addressed as follows:

City and District: City of Upland  
460 North Euclid Avenue  
Upland, California 91786  
Attention: City Manager

Developer: SC Baldy View Development Company, LLC  
c/o Lewis Management Corp.  
1156 North Mountain Avenue  
Upland, CA 91786-3633  
Attention: John M. Goodman

Developer  
Manager: Lewis Management Corp.  
1156 North Mountain Avenue  
Upland, CA 91786-3633  
Attention: John M. Goodman

Each party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

**Section 11.6 Severability.** If any part of this Acquisition Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Acquisition Agreement shall be given effect to the fullest extent possible.

**Section 11.7 Successors and Assigns.** This Acquisition Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Acquisition Agreement shall not be assigned by the Developer, except in whole to an Affiliate, or to any other entity of which the Developer and/or its members or partners will be managing members or general partners (which transfer is expressly authorized hereunder, without further act of the City), without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed; provided, however, that the Developer shall have the right to assign its right to reimbursement or advance funding of DIF Fees hereunder to merchant builders within the Improvement Areas without the City's consent, at the Developer's written election and notification to the City.

This Acquisition Agreement shall not be assigned by the Developer Manager without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

In connection with any required consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, the assignee's express assumption of all obligations of the Developer or the Developer Manager, as applicable, hereunder, and/or upon any other factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned, and shall not be effective until approved by the City. Except as otherwise provided herein, without the City's consent, no assignment shall release the Developer or the Developer Manager from their respective obligations and liabilities under this Acquisition Agreement.

**Section 11.8 Other Agreements.** The obligations of the Developer and the Developer Manager hereunder shall be those of a party hereto and not as an owner of property in the District or the Improvement Areas. Nothing herein shall be construed as affecting the City's, the Developer's, or the Developer Manager's rights, or duties to perform their respective obligations, under other agreements, if any, use regulations or subdivision requirements relating to the development of the lands in the District or the Improvement Areas. This Acquisition Agreement shall not confer any additional rights, or waive any rights given, by either party hereto under any development or other agreement to which they are a party.

**Section 11.9 Waiver.** Failure by a party to insist upon the strict performance of any of the provisions of this Acquisition Agreement by another party, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist and demand strict compliance by another party with the terms of this Acquisition Agreement thereafter.

**Section 11.10 Merger.** No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Acquisition Agreement shall be binding.

**Section 11.11 Parties in Interest.** Nothing in this Acquisition Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City, the District, the Developer, and the Developer Manager any rights, remedies or claims under or by reason of this Acquisition Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Acquisition Agreement contained by or on behalf of the City, the District, the Developer, or the Developer Manager shall be for the sole and exclusive benefit of the City, the District, the Developer, and the Developer Manager .

**Section 11.12 Amendment.** This Acquisition Agreement may be amended, from time to time, by written Supplement hereto and executed by the City, the Developer, and the Developer Manager.

**Section 11.13 Counterparts.** This Acquisition Agreement may be executed in counterparts, each of which shall be deemed an original.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Acquisition Agreement as of the day and year first-above written.

Date: October 23, 2018

**“CITY”**

CITY OF UPLAND, for itself and on behalf of Community Facilities District No. 2016-1 (Harvest at Upland) of the City of Upland, County of San Bernardino, State of California

By: Bill R. Manis  
Bill Manis  
City Manager

ATTESTED TO:

[Signature]  
City Clerk

Date: October 23, 2018

**“DEVELOPER”**

SC BALDY VIEW DEVELOPMENT COMPANY, LLC, a Delaware limited liability company

By: Lewis Management Corp., a Delaware corporation, its Manager

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_, 2018

**“DEVELOPER MANAGER”**

LEWIS MANAGEMENT CORP., a Delaware corporation

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

Name: \_\_\_\_\_

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

IN WITNESS WHEREOF, the parties have executed this Acquisition Agreement as of the day and year first-above written.

Date: \_\_\_\_\_, 2018

**“CITY”**

CITY OF UPLAND, for itself and on behalf of Community Facilities District No. 2016-1 (Harvest at Upland) of the City of Upland, County of San Bernardino, State of California

By: \_\_\_\_\_  
Bill Manis  
City Manager

ATTESTED TO:

\_\_\_\_\_  
City Clerk

Date: October 26, 2018

**“DEVELOPER”**

SC BALDY VIEW DEVELOPMENT COMPANY, LLC,  
a Delaware limited liability company

By: Lewis Management Corp., a Delaware corporation, its Manager

By: John M. Goodman  
Name: John M. Goodman  
Title: EVP/CEO

Date: October 26, 2018

**“DEVELOPER MANAGER”**

LEWIS MANAGEMENT CORP., a Delaware corporation

By: John M. Goodman  
Name: John M. Goodman  
Title: EVP/CEO

## ACQUISITION AGREEMENT

### EXHIBIT A

#### DESCRIPTION OF AUTHORIZED FACILITIES AND DISCRETE COMPONENTS ELIGIBLE FOR ACQUISITION FROM THE DEVELOPER

Facility	Discrete Components	Estimated Cost
1. 12" CML&C steel domestic water line along Dewey Way from Foothill Boulevard to 11 <sup>th</sup> Street, in 11 <sup>th</sup> Street from Dewey to Monte Vista, and in Monte Vista from 11 <sup>th</sup> to Foothill Boulevard	(a) design, engineering and other soft costs incurred prior to award of construction contract  (b) Installation of water line, blow-off valves, air-release valves, sectional control valves, laterals, and fire hydrants.  (c) R&R of existing pavement in Monte Vista and Foothill	a. \$30,000 b thru c. \$1,100,000
2. 8" VCP Sewer Line Extension through Conservation District Property to the interceptor near the Chino Basin (the "Eastern System") *	(a) design, engineering and other soft costs incurred prior to award of construction contract  (b) Installation of sewer line, manholes, and laterals.	a. \$18,000 b. \$565,000

\* Item 2 on this Exhibit A is subject to reimbursement in part (as to an estimated amount of \$382,033, but in any event not to exceed \$458,709) from development impact fees expected to be paid to the City from certain other properties anticipated to benefit from the Facility, all pursuant to a Reimbursement Agreement, dated as of December 12, 2016 (the "Reimbursement Agreement"), between the Developer and the City (as contemplated by Section 4.2.4.2 of the Development Agreement). Section 4.2.4 of the Development Agreement also provides for DIF Credits against the City Sewer Fees otherwise payable to the City with respect to residential units constructed in Improvement Area No. 2, or for transfer pursuant to Section 4.2.5 of the DIF Credits to another project at the Developer's option. Accordingly, the allowable Purchase Price that may be paid under this Acquisition Agreement for this Facility shall be the Actual Cost thereof (subject to the limitations and reductions provided for in Article V of this Acquisition Agreement) less an amount calculated as the sum of (a) \$382,033, plus an amount attributable to development impact fees expected to be paid to the City from increases (if any) in projected EDUs for the Benefitted Properties (as such terms are defined in the Reimbursement Agreement) known at the time the Developer submits the Payment Request for this Facility (or Discrete Components thereof) to the City, but in any event not to exceed \$458,709 (per Section II of the Reimbursement Agreement), and (b) \$466.00 multiplied by the actual number of residential units constructed in Improvement Area No. 2. Subject to the foregoing limitations, a Payment Request(s) for this Facility (or Discrete Components thereof) shall only be paid from proceeds of Bonds issued with respect to Improvement Area No. 2 (as this Facility does not serve the properties within Improvement Area No. 1).

Facility	Discrete Components	Estimated Cost
3. 8” VCP Sewer Line Extension along Monte Vista north of project property line, south to a point of connection in Arrow Route **	<ul style="list-style-type: none"> <li>(a) design, engineering and other soft costs incurred prior to award of construction contract</li> <li>(b) Installation of sewer line, manholes, and laterals.</li> <li>(c) R&amp;R of existing asphalt</li> </ul>	<ul style="list-style-type: none"> <li>a. \$12,500</li> <li>b thru c. \$535,000</li> </ul>
4. 36” storm drain from Tract 18249 southern boundary into Chino Basin Water Conservation District “East Basin”	<ul style="list-style-type: none"> <li>(a) design, engineering and other soft costs incurred prior to award of construction contract</li> <li>(b) Installation of storm drain lines, manholes, laterals, and catch basins</li> <li>(c) Installation of CDS unit</li> <li>(d) Construction of outlet structure and percolation basin</li> </ul>	<ul style="list-style-type: none"> <li>a. \$45,000</li> <li>b thru d. \$490,000</li> </ul>
5. 24” storm drain laterals and catch basins in 11 <sup>th</sup> Street and Dewey Way, and lateral to Tract 18274 boundary connecting to the City’s existing 72” storm drain	<ul style="list-style-type: none"> <li>(a) design, engineering and other soft costs incurred prior to award of construction contract</li> <li>(b) Installation of storm drain lines, manholes, laterals, and catch basins</li> </ul>	<ul style="list-style-type: none"> <li>a. \$12,000</li> <li>b. \$24,850</li> </ul>

\*\* Pursuant to Section 4.2.4.2 of the Development Agreement, Item 3 on this Exhibit A is eligible for reimbursement in part (as Improvement B.6 on Attachment 5 of the Development Agreement and as also specified in Attachment 3 of the Development Agreement) pursuant to a reimbursement agreement similar to that described in the footnote for Item 2 of this Exhibit A. Similarly, Section 4.2.4 of the Development Agreement also provides for DIF Credits against the City Sewer Fees otherwise payable to the City with respect to residential units constructed in Improvement Area No. 1, or for transfer of the DIF Credits pursuant to Section 4.2.5 of the Development Agreement to another project at the Developer’s option. The Developer and the City to date have not entered into any reimbursement agreement with respect to this Facility. The allowable Purchase Price that may be paid under this Acquisition Agreement for this Facility shall be the Actual Cost thereof (subject to the limitations and reductions provided for in Article V of this Acquisition Agreement) less an amount calculated as the sum of (a) the reimbursement amount to the Developer specified in a future reimbursement agreement to be entered into between the City and the Developer, and (b) \$466.00 multiplied by the actual number of residential units constructed in Improvement Area No. 1. Subject to the foregoing limitations, a Payment Request(s) for this Facility (or Discrete Components thereof) shall only be paid from proceeds of Bonds issued with respect to Improvement Area No. 1 (as this Facility does not serve the properties within Improvement Area No. 2).

Facility	Discrete Components	Estimated Cost
6. San Antonio Creek Channel Improvements between Foothill Boulevard and 11 <sup>th</sup> street consisting of:	(a) design, engineering and other soft costs incurred prior to award of construction contract (b) Grading and construction of trail and access paving (c) Construction of retaining walls and fencing (d) Construction of EVA access road (e) Installation of pedestrian and vehicular access gates (f) Installation of landscape and irrigation	a. \$55,000 b thru f. \$570,000
7. Grape Street Bridge Improvements over San Antonio Creek Channel	(a) Construction of piles and abutments (b) Construction of retaining walls for access roads (c) Construction of bridge deck and crash barrier (d) Construction of bridge pilasters and fencing (e) Installation of water lines and dry utility crossings	a. \$55,000 b thru e. \$1,250,000
8. 11 <sup>th</sup> Street Bridge Improvements over San Antonio Creek Channel	(a) Construction of piles and abutments (b) Construction of retaining walls for access roads (c) Construction of bridge deck and crash barrier (d) Construction of bridge pilasters and fencing (e) Installation of water lines and dry utility crossings	a. \$45,000 b thru e. \$1,150,000

Facility	Discrete Components	Estimated Cost
<p>9. Street Improvements for 11<sup>th</sup> Street consisting of:</p> <p>Construction of curb and gutter, pavement, lighting, signage and striping</p> <p>construction of parkway improvements, including sidewalk adjacent and parallel to street</p> <p>construction of ADA ramps</p> <p>construction of driveway entrances</p>	<p>(a) design, engineering and other soft costs incurred prior to award of construction contract</p> <p>(b) completion of road paving, other than final asphalt cap</p> <p>(c) final asphalt cap</p> <p>(d) installation of sidewalk</p> <p>(e) installation of curb and gutter</p> <p>(f) installation of street lighting</p>	<p>a. \$35,000</p> <p>b thru f. \$255,000</p>
<p>10. Street Improvements for Dewey Way consisting of:</p> <p>Construction of curb and gutter</p> <p>Construction of pavement, lighting, signage and striping</p> <p>construction of parkway improvements, including sidewalk adjacent and parallel to street</p> <p>construction of ADA ramps</p> <p>construction of driveway entrances</p>	<p>(a) design, engineering and other soft costs incurred prior to award of construction contract</p> <p>(b) installation of curb and gutter</p> <p>(c) completion of road paving, other than final asphalt cap</p> <p>(d) final asphalt cap</p> <p>(e) installation of sidewalk</p> <p>(f) installation of ADA ramps, driveways</p> <p>(g) installation of street lighting</p>	<p>a. \$54,000</p> <p>b. thru g. \$537,315</p>
<p>11. Street Improvements for Monte Vista Avenue consisting of:</p> <p>construction of street lighting</p>	<p>(a) design, engineering and other soft costs incurred prior to award of construction contract</p> <p>(b) construction of street lighting</p>	<p>a. \$12,000</p> <p>b thru f. \$236,250</p>

Facility	Discrete Components	Estimated Cost
<p>construction of parkway improvements, including sidewalk adjacent and parallel to street</p> <p>construction of ADA ramps</p> <p>construction of driveway entrances</p> <p>construction of EVA across median island</p> <p>installation of median landscaping</p>	<p>(c) installation of sidewalk</p> <p>(d) installation ADA ramps, driveways</p> <p>(e) construction of EVA access at median</p> <p>(f) installation of median landscaping</p>	
<p>12. Street Improvements for Foothill Boulevard consisting of:</p> <p>Installation of sidewalk</p>	<p>(a) design, engineering and other soft costs incurred prior to award of construction contract</p> <p>(b) installation of sidewalk</p>	<p>a. \$20,000</p> <p>b. \$350,000</p>
<p>13. Traffic Signal at 11<sup>th</sup> and Monte Vista Intersection</p>	<p>(a) design, engineering and other soft costs incurred prior to award of construction contract</p> <p>(b) installation of traffic signal and associated conduits, traffic control cabinets</p> <p>(c) installation of signing and striping</p>	<p>a. \$20,000</p> <p>b. &amp; c. \$355,000</p>
<p>14. Gas Main Extension within Monte Vista Avenue from Foothill Boulevard south to Tract 18249 ***</p>	<p>(a) design, engineering and other soft costs incurred prior to award of construction contract</p> <p>(b) Installation of distribution line and vaults.</p>	<p>a. \$7,500</p> <p>b. \$75,000</p>

Facility	Discrete Components	Estimated Cost
15. Gas Main Extension within Dewey Way from Foothill Boulevard south to Tract 18274 ***	(a) design, engineering and other soft costs incurred prior to award of construction contract  (b) Installation of distribution line and vaults.	a. \$7,500 b. \$35,000
16. Relocation of Time Warner Cable from overhead to underground along Foothill Boulevard frontage ***	(a) design, engineering and other soft costs incurred prior to award of construction contract  (b) Installation of conduits and vaults.	a. \$5,000 b. \$78,500
17. Relocation of Claremont Colleges Consortium fiber optic line underground along Foothill Boulevard frontage ***	(a) design, engineering and other soft costs incurred prior to award of construction contract  (b) Installation of conduits and vaults	a. \$5,000 b. \$35,000
18. Relocation of Time Warner Cable from overhead to underground along Monte Vista frontage ***	(a) design, engineering and other soft costs incurred prior to award of construction contract  (b) Installation of conduits and vaults	a. \$5,000 b. \$45,000
19. Relocation of Edison Distribution Lines from overhead to underground along Monte Vista Frontage ***	(a) design, engineering and other soft costs incurred prior to award of construction contract  (b) Installation of distribution line and vaults.	a. \$40,000 b. \$985,000

The description of Facilities is general in nature. The final nature and location of the Facilities will be determined upon preparation of final plans and specifications.

\*\*\* Items 14 through 19 on this Exhibit A are subject to the following limitation, unless otherwise waived by the City Council of the City and subject to the approval of bond counsel to the City and the District. Pursuant to Section III of the City's Land Secured Financing Policy for Special Assessment and Mello-Roos Community Facility District Financing, approved by Resolution No. 6252 adopted by the City Council of the City on December 8, 2014, up to five percent (5%) of the proceeds of a bond issue may be used for privately-owned facilities owned and operated by a privately-owned public utility.

**ACQUISITION AGREEMENT**

**EXHIBIT B**

**ELIGIBLE DIFs <sup>(1)</sup>**

DIF Category	<i>Per Unit</i>	<i>Total (318)</i>
Park Acquisition and Development Fee	\$2,052.00	\$652,536
Street and Traffic Facilities Development Fee	1,252.00	398,136
Water Fund Additive Fee	120.00	38,1600
City Sewer Fee <sup>(2)</sup>	466.00	148,188
Storm Drain Development Fee	811.00	257,898
Development Agreement Fee	<u>6,603.77</u>	<u>2,100,000</u>
TOTAL:	\$10,838.77	\$3,594,918

- (1) Payment Requests for DIFs relating to residential units constructed in Improvement Area No. 1 shall only be paid from proceeds of Bonds issued with respect to Improvement Area No. 1, and Payment Requests for DIFs relating to residential units constructed in Improvement Area No. 2 shall only be paid from proceeds of Bonds issued with respect to Improvement Area No. 2; provided, as set forth in Section 8.1 of this Acquisition Agreement, Payment Requests for DIFs comprised of Development Agreement Fees (limited to \$2,100,000, corresponding to a Fire Truck and certain 11th Street Improvements described in Section 4.5 of the Development Agreement) may be paid from proceeds of Bonds issued with respect to either Improvement Area.
- (2) A Payment Request may be submitted with respect to DIFs credited pursuant to Section 4.2.4 of the Development Agreement for Item No. 2 (with respect to Improvement Area No. 2) or Item No. 3 (with respect to Improvement Area No. 1) of Exhibit A of this Acquisition Agreement for payment from proceeds of Bonds issued by the applicable Improvement Area, so long as the Purchase Price for the corresponding Facility set forth as such Item No. 2 or Item No. 3 is or has been reduced as described in the footnotes for those items in Exhibit A. If, however, the Developer elects pursuant to Section 4.2.5 of the Development Agreement to transfer any such DIF Credits to another project which is separate and distinct from the property in the District, a Payment Request may be submitted with respect to DIFs paid in cash (including by wire or check) with respect to residential units constructed in Improvement Area No. 1 or Improvement Area No. 2, as applicable.

# ACQUISITION AGREEMENT

## EXHIBIT C

### FORM OF PAYMENT REQUEST (FACILITIES)

#### PAYMENT REQUEST NO. \_\_\_\_

The undersigned (the “Developer”), hereby requests payment to the Payees listed on Attachment 2 in the total amount of \$ \_\_\_\_\_ for the Facilities (as defined in the Acquisition Agreement, dated as of May 1, 2016 with respect to Community Facilities District No. 2016-1 (Harvest at Upland) of the City of Upland, County of San Bernardino (the “District”), by and among the City of Upland (the “City”), acting for and on behalf of itself and the District, the Developer, and Lewis Management Corp., a Delaware corporation, as Developer Manager), or Discrete Components thereof (as described in Exhibit B to that Acquisition Agreement), all as more fully described in Attachment 1 hereto. In connection with this Payment Request, the undersigned hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized officer of the Developer, qualified to execute this Payment Request for payment on behalf of the Developer and is knowledgeable as to the matters set forth herein.

2. To the extent that this payment request is with respect to a completed Facility, the Developer has submitted or submits herewith to the City as-built drawings or similar plans and specifications for the items to be paid for as listed in Attachment 1 hereto with respect to any such completed Facility, and such drawings or plans and specifications, as applicable, are true, correct and complete. To the extent that this payment request is for a Discrete Component, the Developer has in his construction office a marked set of drawings or similar plans and specifications for the Discrete Components to be acquired as listed in Attachment 1 hereto, which drawings or plans and specifications, as, applicable, are current and show all changes or modifications which have been made to date.

3. All costs of the Facilities or Discrete Components thereof for which payment is requested hereby are Actual Costs (as defined in the Acquisition Agreement referenced above) and have not been inflated or misrepresented in any respect. The items for which payment is requested have not been the subject of any prior payment request submitted to the City.

4. Supporting documentation (such as third party invoices) is attached with respect to each cost for which payment is requested.

5. There has been full compliance with applicable laws relating to prevailing wages for the work to construct the Facilities or Discrete Components thereof for which payment is requested.

6. The Facilities or Discrete Components thereof for which payment is requested were constructed in accordance with all applicable City or other governmental standards, and in accordance with the as-built drawings or plans and specifications, as applicable, referenced in paragraph 2 above.

7. The Developer is in compliance with the terms and provisions of the Acquisition Agreement, including the award of contracts under which the construction for which this payment is requested.

8. The Purchase Price for each Facility or Discrete Component (a detailed calculation of which is shown in Attachment 2 hereto for each such Facility or Discrete Component), has been calculated in conformance with the terms of Section 5.6 of the Acquisition Agreement.

9. Neither the Developer nor any Affiliate (as defined in the Acquisition Agreement) is in default in the payment of ad valorem real property taxes or assessments or special assessments levied in the District or either Improvement Area thereof (as defined in the Acquisition Agreement), except as follows: \_\_\_\_\_.

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

Dated: \_\_\_\_\_

DEVELOPER:  
SC BALDY VIEW DEVELOPMENT  
COMPANY, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY:  
  
Payment Request Approved for Submission to  
Finance Manager

By: \_\_\_\_\_  
Director of Public Works

**ACQUISITION AGREEMENT**

**ATTACHMENT 1**

**EXHIBIT C**

[List here all Facilities or Discrete Components thereafter which payment is requested, and attach support documentation.]

**ACQUISITION AGREEMENT**

**ATTACHMENT 2**

**EXHIBIT C**

**CALCULATION OF PURCHASE PRICE**

[Use a separate sheet for each Facility or Discrete Component for which payment is being requested]

- |    |  |    |
|----|--|----|
| 1. | Description (by reference to <u>Exhibit B</u> to the Acquisition Agreement) of the Facility or Discrete Component        | \$ |
| 2. | Actual Cost (list here total of supporting invoices and/or other documentation supporting determination of Actual Cost): | \$ |
| 3. | Subtractions from Purchase Price:  | \$ |
|    | A. Holdback for Lien releases (see Section 5.6(C) of the Acquisition Agreement)  | \$ |
|    | B. Retention (see Section 5.6(D) of the Acquisition Agreement)   | \$ |
| 4. | Total disbursement requested (Amount listed in 2, less amounts, if any, listed in 3)                                     | \$ |

Payment shall be directed to following payee(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACQUISITION AGREEMENT**

**EXHIBIT C-1**

**FORM OF PAYMENT REQUEST (DIF REIMBURSEMENT)**

1. The undersigned (the “Developer”) hereby requests reimbursement from the City in the amount of \$\_\_\_\_\_ (“Requested Amount”), which amount is on deposit in the Improvement Fund for Improvement Area \_\_\_\_, or any applicable account of subaccount thereof, established by CFD No. 2016-1 for the DIFs (as defined in the Acquisition Agreement, dated as of May 1, 2016 relating to CFD No. 2016-1) specified below:

<i>Fee Category</i>	<i>Date Paid</i>	<i>Amount Requested</i>	<i>No. and Description of Lots/DUs for which Fees Requested</i>

2. The Requested Amount has been paid to City and has not formed the basis of any prior request or disbursement.

3. The Developer is in compliance with the terms and provisions of the Acquisition Agreement.

4. Neither the Developer nor any Affiliate (as defined in the Acquisition Agreement) is in default in the payment of ad valorem real property taxes or assessments of special assessments or taxes levied in the District (as defined in the Acquisition Agreement).

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

**DEVELOPER:**

\_\_\_\_\_

Dated: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

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

**CITY:**

Payment Request Approved for Submission to  
Finance Manager

Dated: \_\_\_\_\_

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

Director of Public Works

**EXHIBIT C-2**

**FORM OF DISBURSEMENT REQUEST (DIFs)**

1. City of Upland Community Facilities District No. 2016-1 (the "CFD") is hereby requested to pay from the Improvement Fund for Improvement Area No. \_\_\_\_ (the "Improvement Area"), or any applicable account or subaccount thereof, to the City of Upland ("City"), as payee, the sum set forth below:

\$ \_\_\_\_\_ (the "Requested Amount")

2. The Requested Amount represents the payment of DIFs in the aggregate amount of \$ \_\_\_\_\_ representing the DIFs with respect to the lot(s) within the Improvement Area specified below.

**[Insert List of Tract, Lot Nos. and DIFs satisfied]**

3. The Requested Amount is due and payable, has not formed the basis of any prior request or disbursement.

4. The Requested Amount is authorized and payable pursuant to the terms of that certain Acquisition Agreement by and among the City of Upland, the Developer, and the Developer Manager, dated as of May 1, 2016.

Dated:

DEVELOPER:

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

Name: \_\_\_\_\_

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



## STAFF REPORT

**ITEM NO. 12.A.**

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**DATE:** November 11, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**PREPARED BY:** ROBERT D. DALQUEST, DEVELOPMENT SERVICES DIRECTOR  
JOSHUA WINTER, ASSOCIATE PLANNER  
**SUBJECT:** CONSIDERATION OF AN ORDINANCE OF THE CITY OF UPLAND  
ADDING A NEW CHAPTER 5.76 TO THE UPLAND MUNICIPAL CODE  
TO CREATE A SIDEWALK VENDING PROGRAM, AMENDING  
RELATED PROVISIONS OF THE UPLAND MUNICIPAL CODE, AND  
CONSIDERATION OF A RESOLUTION AMENDING THE MASTER  
FEE SCHEDULE TO ESTABLISH FEES FOR SIDEWALK VENDING  
PERMITS.

---

### RECOMMENDED ACTION

It is recommended that the City Council hold first reading by title only, waive further reading, and introduce an Ordinance adding a new Chapter 5.76 to the Upland Municipal Code to create a sidewalk vending program, amending related provisions of the Upland Municipal Code, and making a determination of exemption under CEQA; and adopt a Resolution amending the Master Fee Schedule to establish fees for sidewalk vending permits.

### GOAL STATEMENT

The proposed action supports the City's overarching goal of protecting health, safety and welfare by establishing regulations for Sidewalk Vendors to the greatest extent permissible under State law.

### BACKGROUND

On September 17, 2018, Senate Bill 946 (SB 946) was signed by Governor Brown and chaptered in Government Code Sections 51036-51039. These sections became effective on January 1, 2019 and require cities to allow sidewalk vending. Under this law, the State mandates local jurisdictions to support and facilitate sidewalk vendors. The stated intent of the legislation is to:

- Create entrepreneurial and economic development opportunities for immigrant and low-income communities;
- Increase access to desired goods, such as culturally significant food and merchandise;
- Contribute to a safe and dynamic public space;
- Promote the safety and welfare of the public by encouraging local authorities to support and properly regulate sidewalk vending; and
- Decriminalize sidewalk vending.

Sidewalk vending is defined in Government Code No. 51036 as a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path. The law defines sidewalk vendors as stationary, a person who vends from a fixed location, or roaming, a vendor who moves from place to place stopping only to complete a transaction.

Government Code No. 51038 allows a local authority to adopt a program to regulate sidewalk vending when in compliance with the standards established, including:

- Sidewalk vendors cannot be required to operate in designated areas and any limitations must be directly related to objective health, safety, or welfare concerns;
- Stationary vendors may be restricted in residential areas, but roaming vendors must be permitted to operate safely;
- The number of vendors may not be restricted;
- Limitations on hours must not be unduly restrictive;
- Locations near certified farmers markets, swap meets, or locations of a Temporary Use Permit may be restricted;
- Regulations may not be based on perceived community animus or economic competition;
- Sidewalk vendors may not be prohibited from operating in parks owned and operated by the City, except:
  - Stationary vendors may be prohibited in parks when an exclusive concessionaire agreement is in place;
  - For requirements directly related to health, safety and welfare concerns;
  - When necessary to ensure the public's use and enjoyment of natural resources; and
  - To prevent undue interference with the scenic or natural character of the park.

The penalties associated with sidewalk vending are also addressed in Government Code 51039, eliminating criminal prosecution and allowing a modified structure for administrative penalties. The law allows a local agency to adopt a higher penalty for those vendors operating without a permit, but requires the penalty to be reduced when an operator obtains the required permit. The local authority must also provide an ability to pay determination, accepting 20 percent of the administrative penalty when the person meets the criteria of Government Code 68632. This includes any person receiving public benefits, food assistance, Medi-Cal, Supplemental Security Income (SSI), and other government assistance.

## **ISSUES/ANALYSIS**

The proposed Ordinance (Attachment 1) establishes Upland Municipal Code 5.76 Sidewalk Vending. The recommended Ordinance is consistent with State law in that it facilitates the entrepreneurial spirit of small business activities by removing the prohibition of selling food or goods in public places, including the right-of-way. While allowing the activity, the City equally recognizes the importance of regulation to ensure the activities promote the health, safety, and welfare of the public.

The proposed program includes regulations that are necessary to:

- Provide reasonable standards for obtaining a Sidewalk Vending Permit;
- Ensure no interference with the free movement of pedestrians or vehicles and maintains clear visibility for drivers;
- Sets operating standards including permitted times, signs, cart size, and litter management; and
- Protects the recreational use and enjoyment of the natural resources of City parks.

#### Permit requirements

Consistent with Government Code 51038, the proposed program would require a valid permit to engage in sidewalk vending activities. The permit process enables the City to effectively regulate individuals who are engaging in sidewalk vending activities and ensure sidewalk vendors are equally complying with the rules and regulations set forth.

The Public Works Department will issue a permit to a sidewalk vendor when the application requirements are satisfied. Permit administration costs will be recovered with a reasonable permit fee which is consistent with the current fee for a Public Works "Miscellaneous Permit" (drive approach, sewer lateral, etc.). Miscellaneous permits are generally taken in for review by city staff to ensure the application meets required standards, and is typically approved within approximately 2 weeks. Since Sidewalk Vendors are applying to operate within the Public Right-of-Way, and a standard application will be reviewed similar to that of a Miscellaneous Permit, it is anticipated that the processing time and materials to approve an application for a Sidewalk Vending Permit will be approximately the same as other Miscellaneous Permits. Therefore, the application fee is proposed to be the same as the current Miscellaneous Permit fee of \$190.00. The fee will apply to both new permit applications, and annual renewals. These fees will be effective 30 days after the adoption of the Resolution (Attachment 2 – Resolution).

Application information will include identification, a description of the merchandise, image of the vending cart, routes and locations, Upland business license, California Seller's Permit, and required approvals from San Bernardino County Department of Public Health for the sale of food. The applicant is also required to provide, for the business owner and any employees, two passport size photographs, be fingerprinted by the Upland Police Department, and authorize a criminal record check to be conducted. Please note that the City Attorney has recommended caution with this requirement as Government Code 51038 is specifically meant to stop the use of local Police power to enforce immigration laws. This requirement may be viewed as an attempt to enforce immigration law by immigration advocates, leaving it susceptible to challenge. With that said, staff contends that this requirement is important to protect the health, safety, and welfare of the community.

A permit may be denied for various reasons, including but not limited to:

- Falsification of information or incomplete application;
- Convictions within the last 10 years of fraud, theft, dishonesty, sales of prohibited substances, or any requirement to register pursuant to Penal Code 290; and
- Prior revocation of permit, failure to pay administrative fines, or failing to demonstrate the ability to conform to the operating standards.

Any person who has a permit denied or revoked shall be entitled to appeal the decision with the Hearing Officer to ensure due process.

#### Operating Requirements

The local authority is prohibited from requiring a vendor to operate in specific parts of the public right-of-way, except when that restriction is directly related to objective health, safety,

and welfare concerns. Restrictions in parks are additionally allowed to preserve the public's use and enjoyment of natural resources and recreational opportunities, or to prevent unreasonable interference with the scenic and natural character of a park.

The proposed operating requirements include:

- Prohibiting locations within 25 feet of intersections, 10 feet of fire hydrants, 10 feet of any driveway, within 500 feet of any farmers market, swap meet or location of an approved Temporary Use Permit, etc.;
- No obstruction of any sidewalk or pedestrian path which does not leave a minimum of 48" of clearance to ensure free passage in compliance with ADA;
- No operations within a roadway, parking area, nor interacting with persons in vehicles in the roadway;
- On the Pacific Electric Trail, Euclid Ave or the Euclid Ave Bridle Path, and within the non-residential districts of the Historic Downtown Upland Specific Plan;
- Hours are limited to 8:00 a.m. to 10:00 p.m. in general and roaming vendors are limited to 8:00 a.m. to 8:00 p.m. in residential areas;
- Stationary vendors shall not operate in residential areas and roaming vendors shall not stop for periods longer than 10 minutes;
- Signs shall be limited to 8 square feet, vending carts to 4' in width and length, and shade structures to 60 square feet;
- Operators are required to maintain sanitary conditions, provide trash receptacles, and remove any trash at the end of operations;
- Vendors offering food products shall be required to possess the required Health Permit and display the decal sticker on the carts;
- Vendors shall not offer items which are not listed on the permit, are unlawful to possess, or any items which are strictly regulated, such as cigarettes, cannabis, or alcohol; and
- Within City parks, additional requirements include:
  - Operations are only permitted during normal hours of operation (parks are closed one-half hour before sunset until one-half hour after sunrise the following morning);
  - Restricted areas include any location within 50 feet of any playground, athletic court, cycling trail, or any structure available for reservation to avoid any conflicts between vendors and dynamic recreation or those who have reserved spaces;
  - Sidewalk vending shall not be permitted in any park when there is an exclusive concession agreement;
  - The City Council may additionally limit sidewalk vending by resolution in any location for reasons of health, safety, and welfare.

### Enforcement, Penalties and Appeals

Government Code Section 51039 outlines the limitations for enforcement, stating violations shall only be punished by Administrative Citation. The procedures for citation and appeal are contained in Upland Municipal Code Chapter 1.12 Penalties, Administrative and Civil Remedies, and General Provisions. Violations of sidewalk vending regulations will be enforced in compliance with this section which also provides an appeals process to ensure due process.

### CEQA

Staff has found that there is no possibility that the adoption of this Ordinance will have a significant effect on the environment because the establishment of the ordinance only sets up regulatory requirements for sidewalk vendors. Accordingly, this Ordinance is not subject to the requirements of the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b) (3) of the CEQA Guidelines.

## **FISCAL IMPACTS**

Costs associated with the application, investigation, and issuance of a Sidewalk Vending Permits are proposed to be recovered with the fees established in the Resolution. There will be indirect costs associated with additional enforcement which cannot be determined at this time.

## **ALTERNATIVES**

Provide alternative direction to staff.

## **ATTACHMENTS:**

**Attachment 1 - Sidewalk Vending Ordinance - UMC 5.76**

**Attachment 2 - Resolution - Amendment to Master Fee Schedule to create fees for Sidewalk Vendors**

AN ORDINANCE OF THE CITY OF UPLAND ADDING A NEW CHAPTER 5.76 TO THE UPLAND MUNICIPAL CODE TO CREATE A SIDEWALK VENDING PROGRAM, AMENDING RELATED PROVISIONS OF THE UPLAND MUNICIPAL CODE, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

THE CITY COUNCIL OF THE CITY OF UPLAND DOES HEREBY ORDAIN AS FOLLOWS:

A. Senate Bill ("SB") 946 was signed into law on September 17, 2018, and became effective January 1, 2019; and

B. SB 946 limits the authority of cities and counties to regulate sidewalk vendors, except in accordance with California Government Code Sections 51038 and 51039; and

C. The City Council finds that the establishment of a sidewalk vending program will benefit the City as a whole by facilitating entrepreneurship and providing economic opportunity for people to support themselves and their families, and by contributing to a diversity of food options and lively streets; and

D. The City Council finds that the act of vending on sidewalks and other areas of the public right-of-way also creates the potential for increased safety hazards, such as, but not limited to: inhibiting the ability of disabled individuals and other pedestrians to follow a safe path of travel; interfering with the performance of police, firefighter, and emergency medical personnel services; encouraging pedestrians to cross mid-block or stand in roadways to purchase food; and creating obstacles and contributing to congestion for pedestrian, vehicle, and bicycle traffic; and

E. The City Council finds that regulations for sidewalk vending are needed to accommodate vendors and their equipment, while also safe-guarding the flow of pedestrian movement on sidewalks and in the public right-of-way, and ensuring no interference with the performance of police, firefighter, and emergency medical personnel services; and

F. The City Council finds that the regulation of vendors engaged in the sale of food and food products will help to ensure that sidewalk vendors obtain all necessary permits and comply with applicable sanitation, food preparation, and food handling laws, and thereby will protect the public health and safety against health problems such as food contamination, poor hygienic practices, and the threat of food poisoning; and

G. The City Council finds that regulations related to the collection and disposal of trash or other debris generated by sidewalk vending are necessary to ensure that such trash or debris is not left, thrown, discarded, or deposited on City streets, sidewalks, pathways, gutters, or storm drains, or upon public or private lots, so that the same might be or become a pollutant; and

H. The City Council finds that regulation of sidewalk vending in public parks is necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities, and to prevent an undue concentration of commercial

activity that would unreasonably interfere with the scenic and natural character of these parks; and

I. The City Council finds that regulation of sidewalk vending in residential areas is necessary to ensure that such areas are protected from excessive noise and traffic impacts while allowing economic opportunities for sidewalk vendors; and

J. The City Council finds that, because sidewalk vending is typically transient in nature, the City, law enforcement, and other health and safety regulators, are less able to hold sidewalk vending businesses accountable for health and safety violations than other businesses operating from fixed locations. Therefore, the City Council finds that it is necessary to establish regulations for the identification of applicants and restricting permits from those persons with records of certain criminal conduct that pose a threat to public safety; and

K. The City Council finds that regulation of sidewalk vending is necessary as vendors have regular and routine access to children, often in secluded or unmonitored areas, so ensuring that no one is being authorized to operate in parks and residential neighborhoods that is a threat to the health, safety, or welfare of the public or children is of paramount importance; and

L. The City Council finds young people in the community are susceptible to distraction while at school, be drawn away from school or to cross busy streets, thereby obstructing traffic and causing vehicular collisions with pedestrians or to fraudulent business conduct. To promote the health, safety and welfare of children while they are near schools, it is necessary to regulate commercial activity near locations which have high concentrations of unsupervised youth, such as in the vicinity of schools before and after class hours; and

M. The City Council finds that there are unique geographic and historical characteristics of the City that prevent sidewalk vendors from operating in certain sidewalks and pedestrian pathways without detrimentally affecting the public health, safety, and welfare. Among these are sidewalks and pathways located in certain older portions of the City where the nature of the underlying use as a high pedestrian traffic area and/or access to designated historical buildings and/or structures are incapable of supporting both pedestrian traffic and sidewalk vendors as sidewalk vendors can inhibit the ability of disabled individuals, block building ingress/egress within these areas, particularly in the non-residential areas of the Historic Downtown Upland Specific Plan. Vending along the Pacific Electric Trail would cause obstructions to bicyclists and pedestrians as people would stop along the trail to conduct transactions, resulting in the trail being blocked, and substantially increasing risk for pedestrian/cyclist conflict. Vending along Euclid Avenue and the Euclid Avenue Bridle Path results in substantial potential for litter and damage caused by sidewalk vendors and their patrons, detrimental to the welfare of the community as the use and enjoyment of the most significant historical resource within the City of Upland will be degraded. Furthermore, Euclid Avenue is a Scenic Corridor in the City of Upland, and therefore needs special consideration and protection from commercial uses; and

N. The City Council adopts this Ordinance under the authority provided in SB 946, and finds that the time, place, and manner regulations and requirements provided herein are directly related to the City's purpose of protecting the health, safety, and welfare of its residents, businesses, and visitors.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UPLAND DOES ORDAIN AS FOLLOWS:

Section 1. The Upland Municipal Code is hereby amended to add a new Chapter 5.76, which shall read as follows:

**5.76.010 Definitions.**

**5.76.020 Permit Required.**

**5.76.040 Criteria for Approval or Denial of Permit.**

**5.76.050 Permit Expiration and Renewal.**

**5.76.060 Permit Rescission.**

**5.76.070 Appeals.**

**5.76.080 Permits Nontransferable.**

**5.76.090 Operating Requirements.**

**5.76.100 Administrative Citations.**

**Chapter 5.76 Sidewalk Vending**

**5.76.010 Definitions.** The following words and phrases, whenever used in this chapter, shall mean as follows:

"Certified farmers' market" means a location operated in accordance with Chapter 10.5 of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

"Director" means the Director of Public Works of the City of Upland.

"Hearing Officer" means the City Manager or their designee.

"Person" shall mean one or more natural persons, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnership, entities, associations, clubs, or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer, or employee of any of them), whether engaged in business, nonprofit, or any other activity.

"Roaming sidewalk vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

"Sidewalk" means a public sidewalk or paved pedestrian path or walkway specifically designed for pedestrian travel.

"Sidewalk vendor" means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other paved pedestrian

path or other paved public right-of-way. This is inclusive of both a "roaming sidewalk vendor" and a "stationary sidewalk vendor."

"Stationary sidewalk vendor" means a sidewalk vendor who vends from a fixed location.

"Swap meet" means a location operated in accordance with Article 6 of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

"Temporary use permit" means a permit issued by the City for the temporary use of, or encroachment on, the sidewalk, public right-of-way, or any other public area, including, but not limited to, an encroachment, film, temporary, seasonal, or special event permit for purposes including, but not limited to, city or privately sponsored filming, parades, outdoor events, seasonal sales, or other outdoor events.

"Vend" or "vending" means to sell, offer for sale, display for sale, or solicit offers to purchase, food, food products, beverages, goods, or merchandise.

"Vending cart" means a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance used for vending, that is not a vehicle as defined in the California Vehicle Code.

**5.76.020 Permit Required.** No person, either for themselves or any other person, shall conduct or engage in sidewalk vending within the City without first obtaining a sidewalk vending permit pursuant to this chapter.

**5.76.030 Permit Application.** To apply for a sidewalk vending permit, a person must file an application with the Director, accompanied by a nonrefundable processing fee in an amount established by resolution of the City Council. The application shall be in a form prescribed by the Director and shall contain, at a minimum, the following:

- A. The legal name and current address and telephone number of the applicant;
- B. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;
- C. A description of the food or merchandise offered for sale;
- D. A description of the area(s) the applicant intends to operate;
- E. Whether the applicant intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor;
- F. The type of vending cart the applicant intends to use;
- G. An image of the proposed vending cart;
- H. A copy of a valid business license issued pursuant to Chapter 5.04 of the Upland Municipal Code;

- I. A California seller's permit number pursuant to Section 6067 of the Revenue and Taxation Code;
- J. Certification by the applicant that the information contained in the application is true to his or her knowledge and belief;
- K. An completed executed agreement indemnifying and holding the City and its employees, officers, and agents harmless from any damages or other liability arising from use of the permit;
- L. If a vendor of food or food products, certification to completion of a food handler course and proof of all required approvals from the San Bernardino County Department of Public Health;
- M. The applicant shall provide, for the business owner and any employees, two passport size photographs, be fingerprinted by the Upland Police Department, and authorize a criminal record check to be conducted with all applicable fees paid by the applicant; and
- N. Any other reasonable information regarding the time, place, and manner of the proposed vending in order for the City to assess the potential impact on the health, safety, and welfare of the public.

**5.76.040 Criteria for Approval or Denial of Permit.** The Director, or his or her designee, shall approve the issuance of a permit unless he or she determines that:

- A. Information contained in the application, or supplemental information requested from the applicant, is false or misleading in any material detail;
- B. The applicant failed to provide a complete application, after having been notified of the requirement to produce additional information or documents;
- C. Conviction of a misdemeanor or felony involving fraud, theft, dishonesty, sales of prohibited substances, or injury to any person within the previous ten (10) years, or any misdemeanor or felony for which the applicant is required to register pursuant to Penal Code section 290;
- D. The applicant has previously held a sidewalk vending permit which was revoked by the City prior to the permit's expiration date;
- E. The applicant has failed to pay any previous administrative fines, complete any community service, and/or complete any other alternative disposition associated with a previous violation of this Chapter; or

If the permit is denied, written notice of such denial and the reasons therefor shall be provided to the applicant.

**5.76.050 Permit Expiration and Renewal.** A sidewalk vending permit shall be valid for twelve (12) months from the date of issuance, and shall expire and become null and void on the anniversary of its issuance. A person may apply for a permit

renewal on a form provided by the City prior to the expiration of that person's active sidewalk vending permit.

**5.76.060 Permit Rescission.** The Director may rescind a permit issued to a sidewalk vendor for a fourth violation or subsequent violation of this Chapter. A sidewalk vendor whose permit is rescinded may apply for a new sidewalk vending permit upon the expiration of the term of the rescinded permit.

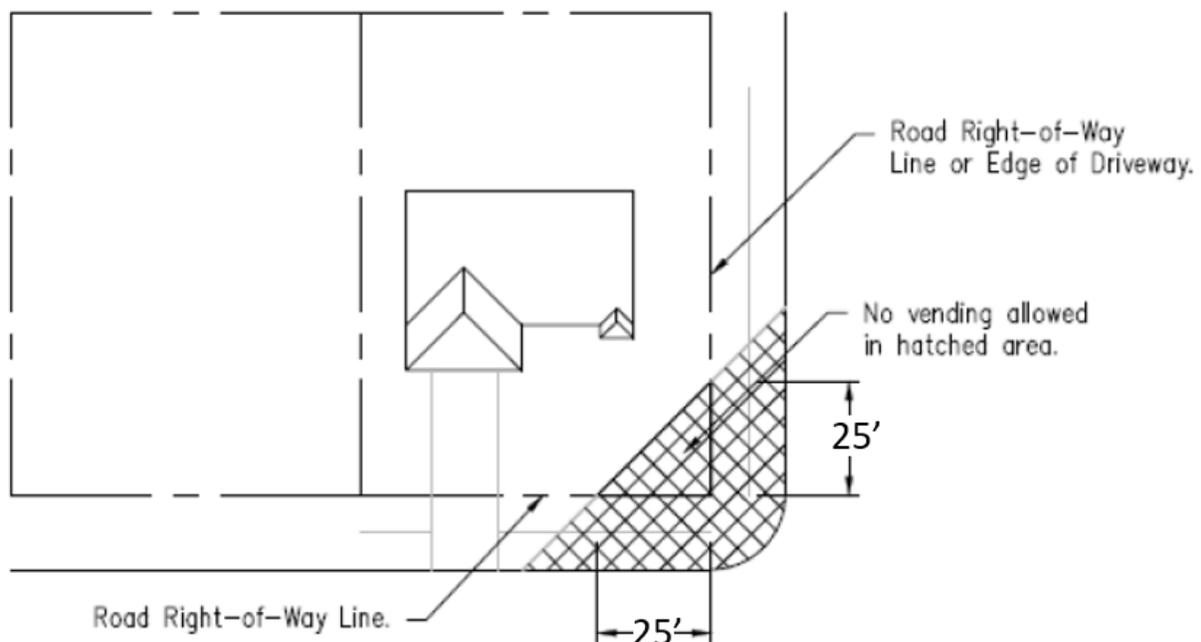
**5.76.070 Appeals.** Any person aggrieved by the decision of the Director to issue, deny issuance, or rescind a sidewalk vending permit may appeal the decision to the Hearing Officer. The appeal shall be filed with the City Clerk within ten (10) days following the date of the Director's decision.

**5.76.080 Permits Nontransferable.** No permit granted pursuant to this chapter shall be transferable.

**5.76.090 Operating Requirements.** Sidewalk vendors shall comply with the following:

- A. No sidewalk vendor shall vend in the following locations. Roaming vendors may traverse these areas, but cannot stop to conduct transactions until clear of these areas:
  - 1. Within twenty-five (25) feet of any street intersection, measured from the curb return location, away from the intersection, as shown below in Figure 1.

Figure 1



- 2. Within fifteen (15) feet of any driveway or driveway apron.

3. Upon or within any roadway, median strip, or dividing section.
  4. Within 500 feet of a permitted certified farmers' market, a swap meet, or an area designated for a special event permit. This prohibition shall be limited to the operating hours of the farmers' market or swap meet, or the limited duration of the special event permit.
  5. Along Euclid Avenue or within the Euclid Avenue Bridle Path.
  6. Within the boundaries of the non-residential districts of the Historic Downtown Upland Specific Plan.
  7. Along the Pacific Electric Trail.
  8. In any City parking lot.
  9. On private property without the consent of the property owner.
  10. Within required parking stalls or drive isles on private property.
  11. Within twenty-five (25) feet of any entrance or exit to a building, structure or facility.
  12. On any designated emergency vehicle access way.
  13. On any public property that does not meet the definition of a public sidewalk or pedestrian path including without limitation any alley, street, roadway, or parking lot.
  14. Within fifty (50) feet of another sidewalk vendor.
  15. Within twenty-five (25) feet of a:
    - a. Fire hydrant, fire call box, or other emergency facility.
    - b. Curb which has been designated as a red zone or a bus zone.
    - c. Trash or recycling receptacles, bike racks, benches, bus stops or similar public use items.
- B. No sidewalk vendor shall vend in a manner that blocks or obstructs the free movement of pedestrians or vehicles. Sidewalk vendors must at all times provide a clearance of not less than four (4) feet on all sidewalks or pedestrian areas so as to enable persons to freely pass while walking, running, or using mobility assistance devices.
- C. Sidewalk vendors shall not vend, sell, or interact with customers in vehicles which are operating or located within a designated roadway or thoroughfare.

- D. Sidewalk vending is permitted between the hours of 8:00 a.m. and 10:00 p.m., daily, except as follows:
1. In residential areas, roaming sidewalk vending shall be permitted between the hours of 8:00 a.m. and 8:00 p.m.
  2. In nonresidential areas, the limit on hours of operation shall not be more restrictive than the hours of operation of other businesses or uses on the same street.
  3. Within 500 feet of a public or private school site during school hours and not within one hour before or one hour after school drop off and pick up operations.
- E. Stationary sidewalk vendors shall not vend in areas that are zoned exclusively residential or in exclusively residential use.
- F. Sidewalk vendors shall provide a trash receptacle for customers and ensure proper disposal of customer trash. Prior to leaving any vending location, the sidewalk vendor shall pick up, remove, and dispose of all trash generated by the vending operations or the vendor's customers within a twenty-five (25) foot radius of the vending location, or if the trash's origin is clearly from the sidewalk vendor.
- G. Roaming sidewalk vendors shall stop only to complete transactions and shall not remain stationary for a period exceeding 10 minutes, thereafter moving a minimum of fifty (50) feet from the original location before commencing additional sales.
- H. Vendors of food or food products shall possess and display in plain view on the vending cart a valid health permit from San Bernardino County Department of Public Health and decal sticker from San Bernardino County Department of Public Health, and all employees handling food shall possess a current San Bernardino County food handler card.
- I. Sidewalk vendors shall possess at all times while vending a valid permit issued pursuant to this chapter, as well as any other permit or license required by the City and any other appropriate governmental agency.
- J. Sidewalk vendors shall comply with all applicable State and local laws, including without limitation: State food preparation, handling, and labeling requirements; fire codes and regulations; noise standards; and the Americans with Disabilities Act of 1990 and other disability access standards (both State and federal).
- K. Vending carts, signs, merchandise, or other property shall not touch, lean against, or be chained, fastened, or affixed at any time to any building or structure, including, but not limited to lampposts, parking meters, traffic signals, fire hydrants, benches, bus shelters, trash cans, street signs, trees, or other objects within the public right-of-way.

- L. Any power used in a Vending Cart shall be contained wholly within the Cart. No cords, hoses, pipes, bottles, canisters, or other conductors or containers of power or fuel shall extend from any source external to or detached from the Vending Cart while the Vending Cart is in operation upon a public sidewalk or pedestrian path.
- M. Sidewalk vendors shall display not more than one sign containing two display faces and that sign shall not be in excess of eight (8) square feet nor exceed four (4) feet in height measured from the ground.
- N. Vending carts shall not exceed a length of four (4) feet, a width of four (4) feet, or a height of eight (8) feet, excluding any attached litter receptacle.
- O. Any device or structure used to produce shade shall be less than sixty (60) square feet in area, not to exceed eight (8) feet in height when measured from the ground, and must be freestanding, carried by the vendor or affixed only to the cart or equipment of the vendor. Such devices shall not be utilized or shall be removed immediately when weather or other factors would cause such devices to become hazardous.
- P. Sidewalk vendors shall not sell, attempt to sell, display, or otherwise offer any goods or services which are not stated on the sidewalk vending permit.
- Q. Sidewalk vendors shall not sell, attempt to sell, display or otherwise offer lottery tickets, alcohol, cannabis, adult oriented material, tobacco or electronic cigarette products, or illegal or counterfeit merchandise.
- R. No vending cart shall become a permanent fixture on the vending site or be considered an improvement to real property.
- S. Vending carts or merchandise shall not be left unattended.
- T. A vending cart shall not remain in a designated location overnight.
- U. Within City parks, sidewalk vendors shall additionally comply with the following:
  - 1. In public parks and park areas, sidewalk vending shall be permitted only during normal hours of park operation.
  - 2. Sidewalk vendors shall operate only on paved pedestrian pathways.
  - 3. Sidewalk vendors shall not utilize any noise or light producing device which would unreasonably interfere with the enjoyment of the park by others.
  - 4. Stationary sidewalk vendors shall not establish a location for operation and roaming sidewalk vendors shall not commence any sale within fifty (50) feet of any playground, athletic court, athletic field, recreational

equipment, water feature, cycling trail, picnic table, restroom facility, or permanent structure subject to reservation by the public.

5. Vehicles used to deliver goods, merchandise, food, or personnel, or in any other way support sidewalk vending, shall be maneuvered and parked only in areas accessible to the general public for driving and parking. Vehicles in the park in support of sidewalk vending shall not be maneuvered on or across pathways, sidewalks, turf areas, planters, or maintenance roads or in any manner detrimental to park infrastructure or the safety of the public.
6. Sidewalk vendors shall not vend at any park where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.

V. Sidewalk vendors shall comply with the following noise standards:

1. It is unlawful for any sidewalk vendor to shout, make any outcry, blow a horn, ring a bell, or use any sound device, including any loud speaking radio or sound amplifying system, while vending where such sound exceeds the City's noise standards as set forth in Chapter 9.
2. No sidewalk vendor shall operate, or permit the operation of, any sound amplification system to advertise, to draw attention to the presence of the sidewalk vendor, or to communicate commercial information to the general public, except to request emergency assistance or warn of a hazardous situation.

W. Sidewalk vendors shall not approach persons to sell food or merchandise and shall not interfere in any way with anyone engaged in an activity to sell food or merchandise.

X. Sidewalk vendors shall not vend to or otherwise conduct transactions with persons in moving vehicles or vehicles illegally parked or stopped.

Y. Sidewalk vendors shall immediately clean up any food, grease, or other fluid or item related to sidewalk vending activities that falls on public property.

Z. Sidewalk vendors shall not operate in any area closed to sidewalk vending designated in a resolution of the City Council where the closure is directly related to objective health, safety, or welfare concerns.

#### **5.76.100 Administrative Citations.**

A. A violation of this chapter by a sidewalk vendor who has a valid sidewalk vending permit from the City is punishable only by an administrative citation pursuant to Chapter 1.10, in amounts not to exceed the following:

1. One hundred dollars (\$100) for a first violation.

2. Two hundred dollars (\$200) for a second violation within one year of the first violation.
  3. Five hundred dollars (\$500) for each additional violation within one year of the first violation.
- B. A person engaged in sidewalk vending without a valid City sidewalk vending permit is punishable by an administrative citation pursuant to Chapter 1.10 in amounts not to exceed the following, in lieu of the amounts set forth in paragraph A:
1. Two hundred fifty dollars (\$250) for a first violation.
  2. Five hundred dollars (\$500) for a second violation within one year of the first violation.
  3. One thousand dollars (\$1,000) for each additional violation within one year of the first violation.
  4. Upon proof of a valid sidewalk vending permit issued by the City, the administrative citations set forth in this paragraph shall be reduced to amounts set forth in paragraph A.
- C. A violation of this chapter shall not be punishable as an infraction or misdemeanor. No person alleged to have violated the provisions herein shall be subject to arrest except when otherwise permitted by law.
- D. Failure to pay an administrative citation issued pursuant to this section shall not be punishable as an infraction or misdemeanor, and additional fines, fees, assessments, or any other financial conditions beyond those authorized herein shall not be assessed.
- E. When assessing administrative citations pursuant to this section, the hearing officer shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.
- F. If the person meets the criteria described in Subdivision (a) or (b) of Government Code section 68632, the City shall accept, in full satisfaction, twenty (20) percent of an administrative citation imposed pursuant to this chapter.
- G. The hearing officer may allow a person to complete community service in lieu of paying the total administrative citation, may waive the administrative citation, or may offer an alternative disposition.

Section 2. Section 5.04.080 (Definitions) of the Upland Municipal Code is hereby amended to clarify that the definitions of the terms "Solicitors, canvassers and peddlers" do not include sidewalk vendors, with all other definitions in Section 5.04.080 to remain unchanged:

"Solicitors, canvassers and peddlers" as used herein and for the purposes of this title, are defined to be and to include any person not having a fixed place of business in the city, who for him or herself, or as agent, or representative for or of another, goes from place to place, and from house to house, in the city offering to sell intangibles, such as bonds or stocks, or oil or mining shares or units, or articles, goods, wares or merchandise, or soliciting orders for future delivery, or taking orders, or subscriptions, or selling or disposing of any such articles or services inclusive of newspapers, magazines, periodicals, books and all other publications, and whether collecting advance payments or not, and inclusive of all persons who thus go from place to place, and from house to house within the city, in any like or analogous activities, including those who solicit funds or articles for charitable purposes, and inclusive of any and all such persons who may or may not engage in any actual or purported interstate commerce. The terms solicitors, canvassers or peddlers shall not apply to sidewalk vendors operating in compliance with Chapter 5.76, or to commercial salesmen, agents and the like who sell or take orders for goods at wholesale.

Section 3. Section 9.04.090 (Closing hours for Upland municipal parks) of the Upland Municipal Code is hereby amended to clarify that sidewalk vendors are subject to their own citation provisions as set forth in Chapter 5.76, to read as follows:

All municipal parks in the city will be closed beginning one-half hour before sunset until one-half hour after sunrise the following morning. Sunrise and sunset shall be determined by use of the National Oceanic and Atmospheric Administration web page. Any person that remains in a municipal park during closing hours shall be guilty of a misdemeanor, provided however, that sidewalk vendors operating with a valid permit pursuant to Chapter 5.76 shall only be subject to the citation provisions set forth in Section 5.76.100. Persons other than sidewalk vendors operating with a valid permit pursuant to Chapter 5.76 charged with a violation of this section shall be cited in the manner prescribed for citation for misdemeanors as set forth in the California State Penal Code. This section shall not apply to attendance at city-authorized community activities in the park.

Section 4. Section 12.16.010 (Sidewalk or street -- Use for display of goods prohibited) of the Upland Municipal Code is hereby amended to provide that sidewalk vendors may vend goods, wares, and merchandise in accordance with Chapter 5.76, to read as follows:

Other than sidewalk vendors operating in compliance with Chapter 5.76, no person shall use any portion of any sidewalk or part of any public

street within the City for the deposit, exhibition, or sale of goods or for any like or comparable purpose; and no person shall permit any goods, wares, merchandise, fixtures, or other property owned, consigned to, or controlled by that person to be or remain upon any portion of any sidewalk or part of any public street in the City, save temporarily as set forth in Section 12.16.020, unless expressly permitted by other ordinance or regulation of the City.

Section 5. Section 12.16.030 (Exemptions continued) of the Upland Municipal Code is hereby amended to clarify that sidewalk vendors are subject to their own regulations pursuant to Chapter 5.76, to read as follows:

Nothing herein contained is intended to apply to the use of the public streets by any motor or other vehicle in the display of goods; nor for the sale of goods, when the same is otherwise permitted or licensed by the city, save that no person may use the streets of the city for the display or exhibit of goods, or any other like or comparable purpose, without first having secured a permit so to do from the chief of police, which permit is only to be granted under such conditions or regulations as may be proper and reasonable, having regard to the nature of the display or exhibit, the extent of street use required, and particularly having regard to traffic regulations, and generally the safety and convenience of the public. Subject to such restrictions or conditions, the chief of police is authorized and empowered to issue such permits in all proper cases, to cancel the same upon any plain violation or disregard of the same, or to refuse any such permit when it is apparent the use of the street sought for is not within the spirit or letter of this provision. The provisions of this section are not intended to apply to any merely casual or occasional use of the streets for display or exhibition purposes for merely a brief time, or merely in passing through the city. Nor are the provisions meant to apply to sidewalk vendors, which are subject to regulations pursuant to Upland Municipal Code Chapter 5.76.

Section 6. CEQA. The City Council finds and determines that there is no possibility that the adoption of this Ordinance will have a significant effect on the environment. Accordingly, this Ordinance is not subject to the requirements of the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3) of the CEQA Guidelines.

Section 7. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

Section 8. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk is directed to certify to the enactment of this

Ordinance No.

Page 14

Ordinance and to cause this ordinance to be published and/or posted as required by law.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Upland held on the \_\_\_\_ day of \_\_\_\_\_, 2019, and was adopted at a regular meeting of the City Council of the City of Upland on the \_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

\_\_\_\_\_  
Keri Johnson, City Clerk

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
UPLAND AMENDING THE MASTER FEE SCHEDULE TO  
ESTABLISH FEES FOR SIDEWALK VENDING PERMITS

Intent of the Parties and Findings

(i) California law requires that fees for City regulatory activities and services not exceed the estimated cost of regulation or providing the service for which the fee is levied and that no fee or service charge or increase in an existing fee or charge to which the fee or service charge be levied without the opportunity for the public to make oral or written comment at a regularly scheduled meeting of the City Council; and

(ii) The Upland Municipal Code permits the City Council to establish the fees and charges provided herein by resolution; and

(iii) A copy of the Fee Report is on file in the City Clerk's office, and the Upland City Library and has been made available for public review in accordance with state law.

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

Section 1. All of the above recitals are true and correct and are incorporated herein by this reference.

Section 2. The attached amended portion of the Master Schedule of Fees, as provided in Exhibit A, is herewith approved and adopted.

Section 3. This resolution shall prevail over any existing resolution in the event of a conflict.

Section 4. The fees adopted by this resolution shall become effective on December 26, 2019 and shall remain in effect until repealed or amended.

Section 5. Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 11th day of November, 2019.

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Debbie Stone, Mayor

Resolution No.  
Page

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 11th day of November, 2019, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

ATTEST: \_\_\_\_\_  
Keri Johnson, City Clerk

**EXHIBIT A**



**CITY OF UPLAND  
PUBLIC WORKS DEPARTMENT**

**Public Works Department:**

Sidewalk Vending Permit Fee:

- \$190.00 for a new Sidewalk Vending Permit, or Renewal Sidewalk Vending Permit.

**FINANCE COMMITTEE MEETING  
OCTOBER 23, 2019**

\*\*\*\*\*

**CONCLUSION/ACTION SUMMARY**

In attendance: Committee Members Elliott and Zuniga, City Treasurer Kinley (not present for item 2), Interim City Manager Hoerning, and Finance Officer Bock-Helms

- 1) **ORAL COMMUNICATIONS**, None
- 2) **PERIOD ENDING JUNE 30, 2019 INVESTMENT PORTFOLIO REVIEW**, Victor E. Ume-Ukeje from Piper Jaffray discussed the economic trends for the next quarter. The Committee decided to invest 20% in short-term CD's, 40% in two to three year maturities, and 40% in three to five year maturities.



## Finance Committee Meeting

October 23, 2019

4:00 PM

Pinky Alder Room - City Hall

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1. ORAL COMMUNICATIONS
  2. PERIOD ENDING SEPTEMBER 30, 2019 INVESTMENT PORTFOLIO REVIEW

**NOTE:** All Agenda items and back-up materials are available for public review at the Upland Public Library, downstairs reference desk at 450 North Euclid Avenue, the City Clerk's Office at 460 North Euclid Avenue and the City website at [www.ci.upland.ca.us](http://www.ci.upland.ca.us), subject to staff's ability to post the documents before the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at 909.931.4120. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II]

**POSTING STATEMENT:** On October 17, 2019, a true and correct copy of this agenda was posted on the bulletin boards at 450 N. Euclid Avenue (Upland Public Library) and 460 N. Euclid Avenue (Upland City Hall).



## STAFF REPORT

**ITEM NO. 2.**

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**DATE:** October 23, 2019  
**TO:** INVESTMENTS COMMITTEE  
**FROM:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**PREPARED BY:** LONDA BOCK-HELMS, CPA, ACTING ADMINISTRATIVE SERVICES DIRECTOR  
**SUBJECT:** PERIOD ENDING SEPTEMBER 30, 2019 INVESTMENT PORTFOLIO REVIEW

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### RECOMMENDED ACTION

It is recommended that the Finance Committee receive and file the period ending September 30, 2019, Investment Report as presented by Piper Jaffray & Co.

### GOAL STATEMENT

The proposed action supports the City's goal to provide fiscal stewardship for the City of Upland.

### BACKGROUND

The City is currently using Piper Jaffray & Co as its broker-dealer. In accordance with the City's Investment Policy (approved June 10, 2019), Piper Jaffrey & Co. (1) has been in existence for more than five years; (2) has provided proof of net capital position in excess of \$100 million; (3) is licensed as a broker-dealer by the State of California; and (4) has a branch office in the State of California.

The City currently has \$59.5 million invested in various instruments, none of which exceed any of the investment policy concentration limits. Our investment goal is to maximize investment income while maintaining adequate liquidity. The City's remaining investable cash balances of approximately \$21.5 million will continue to be held in the Local Agency Investment Fund (LAIF). Balances in LAIF earn a higher interest rate than a regular bank account and yet can be accessed same day if necessary without penalty or loss of income.

**ISSUES/ANALYSIS**

The period ending September 30, 2019, Investment Report will be presented by a representative from Piper Jaffray & Co.

**FISCAL IMPACTS**

There is no fiscal impact associated with this action.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**Portfolio Review September 30, 2019**

# Portfolio Review

Fixed Income | Strategic Analytics



City of Upland  
Upland, CA

SAG Account: 41018  
Portfolio as of: 9/30/2019  
Pricing date: 9/30/2019

## Portfolio Characteristics

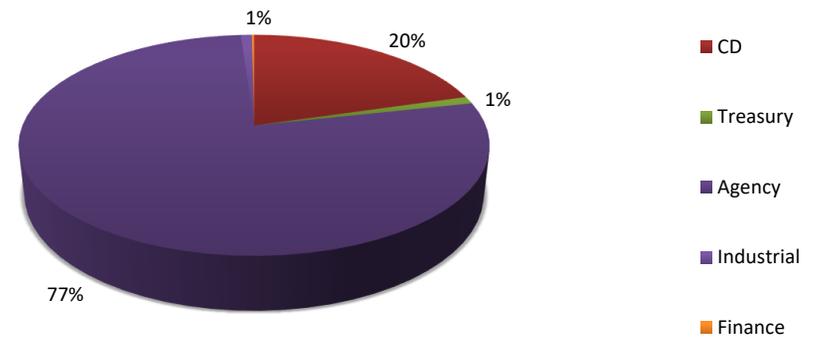
Total Par Value (000)	56,498
Total Market Value w Accrued (000)	57,011
Total Book Value (000)	56,662
Weighted Average Coupon	2.26
Weighted Average Life	0.91
Market Yield	1.96
Book Yield	1.96
Modified Duration	2.47
Effective Duration	1.12
Estimated Total Cash Flow (2-yr, Flat Rate)	47,422

Report Created: 10/16/2019

## Table of Contents

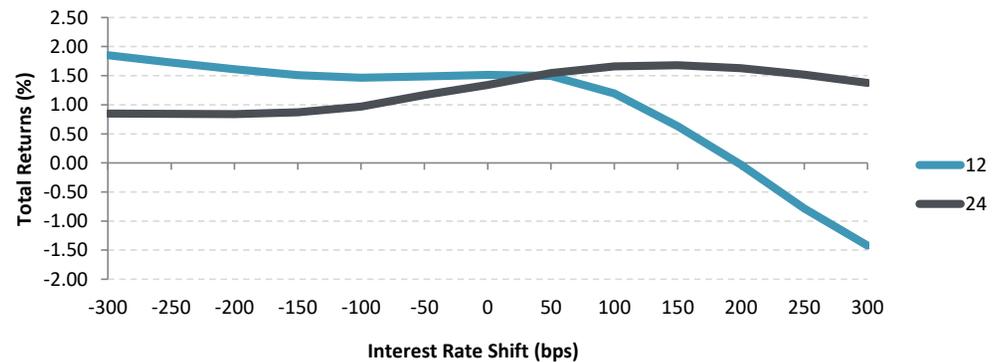
Section I	Portfolio Review	p. 1-4
Section II	Security Sector Review	p. 5-7
Section III	Income and Cash Flow Analysis	p. 8-11
Section IV	Portfolio Holdings Review	p. 12-16
Section V	Portfolio Simulation	p. 17-19

## Sector Distribution



## Return Simulations

Horizon Months



Section I | Portfolio Distribution Report

Portfolio as of: 9/30/2019

Pricing date: 9/30/2019

City of Upland

Maturity	
Years	%
0.00 - 0.99	20.7%
1.00 - 2.99	38.9%
3.00 - 4.99	40.3%
5.00 - 9.99	
10.00 - 19.99	
20+	

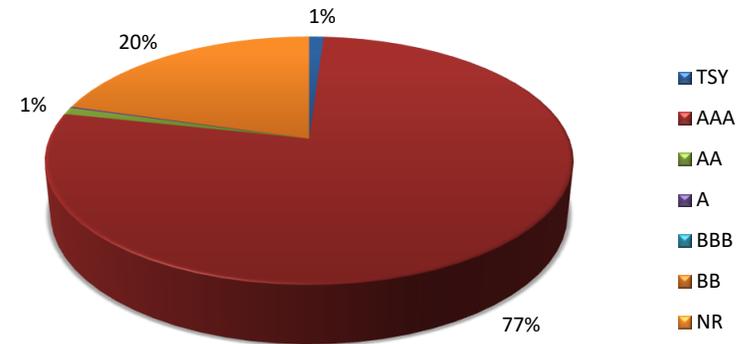
Sector	
Sector	%
Cash	
CD	20.5%
Treasury	1.1%
Agency	77.4%
Pass-Through	
ARM	
CMO	
ABS	
CMBS	
Corporate	1.1%
Industrial	0.9%
Utility	
Finance	0.2%
Municipal	
Provincial	
Sovereign	
Surpranational	
Preferred Bond	
Preferred Stock	
Other	

Quality	
Moody's/S&P	%
TSY	1.1%
AAA	77.4%
AA	0.9%
A	0.2%
BBB	
BB	
B	
CCC	
CC	
C	
D	
NR	20.5%

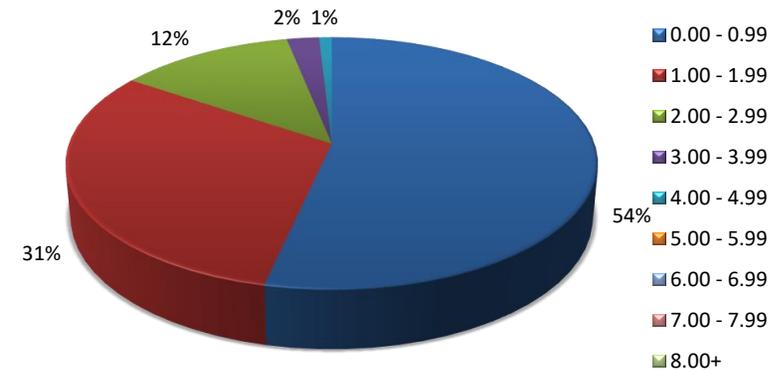
Coupon	
Percent	%
0% - 1%	
1% - 2%	26.8%
2% - 3%	67.4%
3% - 4%	5.9%
4% - 5%	
5% - 6%	
6% - 7%	
7% - 8%	
8% - 9%	
9% - 10%	
10%+	

Effective Duration	
Years	%
0.00 - 0.99	53.5%
1.00 - 1.99	30.9%
2.00 - 2.99	12.4%
3.00 - 3.99	2.3%
4.00 - 4.99	0.9%
5.00 - 5.99	
6.00 - 6.99	
7.00 - 7.99	
8.00+	

**Credit Exposure**



**Effective Duration Breakdown**



## Section I | Portfolio Sector & Duration Matrix

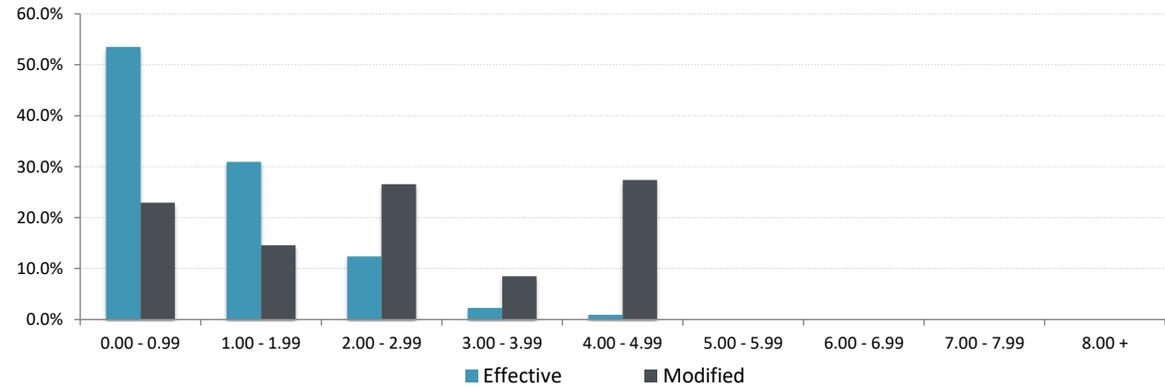
Portfolio as of: 9/30/2019

Pricing date: 9/30/2019

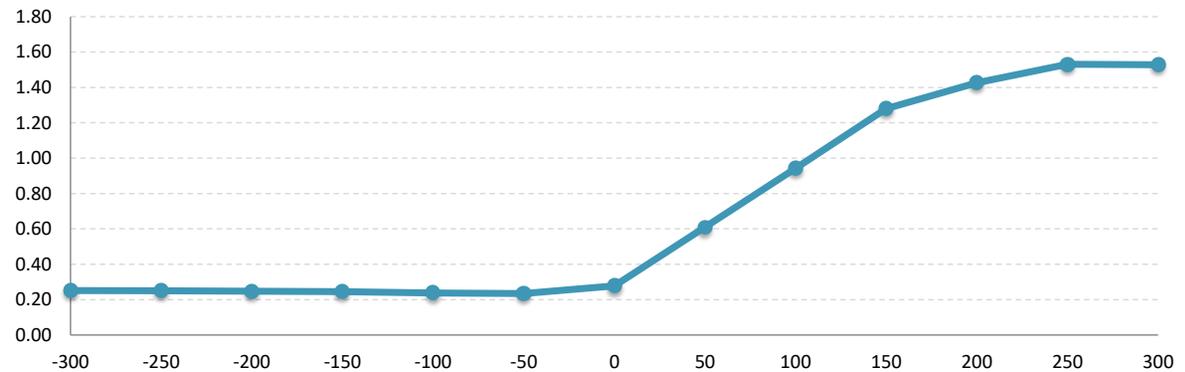
City of Upland

Duration		
Years	Effective	Modified
0.00 - 0.99	53.5%	23.0%
1.00 - 1.99	30.9%	14.6%
2.00 - 2.99	12.4%	26.6%
3.00 - 3.99	2.3%	8.5%
4.00 - 4.99	0.9%	27.4%
5.00 - 5.99		
6.00 - 6.99		
7.00 - 7.99		
8.00 +		

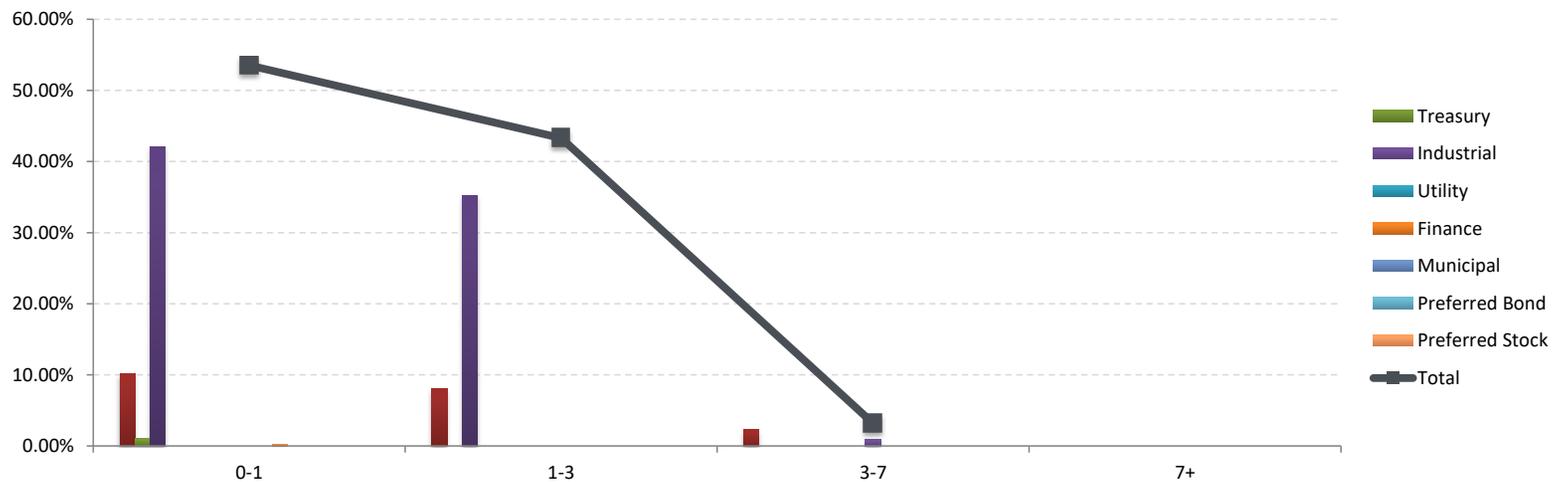
### Effective vs. Modified



### 12 Month Simulations Ending Duration

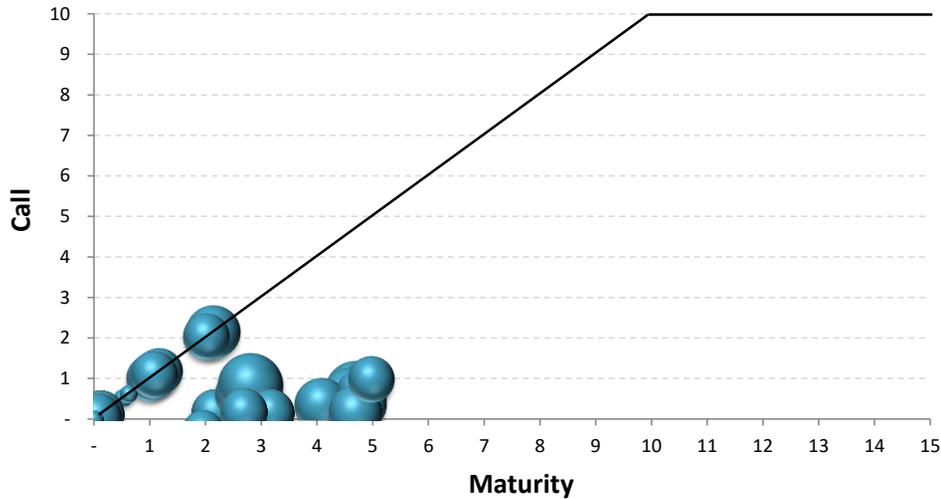


Duration Distribution Matrix (Effective Duration)					
	0 - 1	1 - 3	3 - 7	7+	Total
Cash					
CD	10.2%	8.0%	2.3%		20.5%
Treasury	1.1%				1.1%
Agency	42.1%	35.3%			77.4%
Pass-Through					
ARM					
CMO					
ABS					
CMBS					
Industrial			0.9%		0.9%
Utility					
Finance	0.2%				0.2%
Municipal					
Provincial					
Sovereign					
Surpranational					
Preferred Bond					
Preferred Stock					
Other					
<b>Total</b>	<b>53.5%</b>	<b>43.3%</b>	<b>3.2%</b>		<b>100.0%</b>



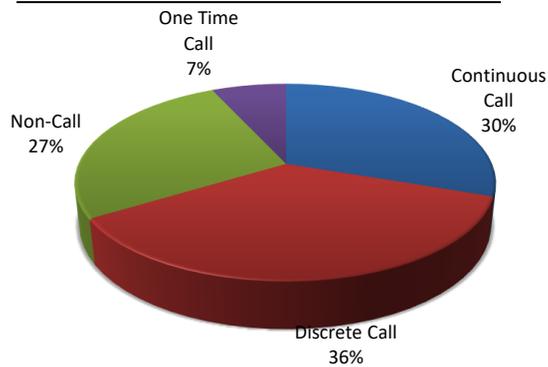
City of Upland

### Agency Structure

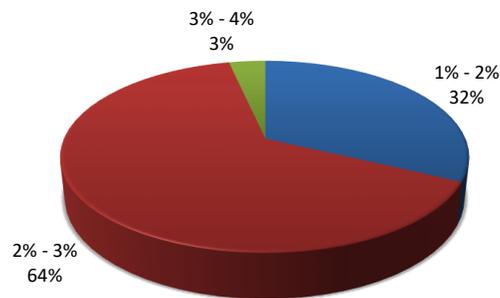


Call Type	Maturity				
	0 - 3	3 - 5	5 - 7	7 - 10	10+
NonCall > 3	11,852				
2 - 3					
1 - 2					
< 1	8,579	21,184			
Current Call	2,503				

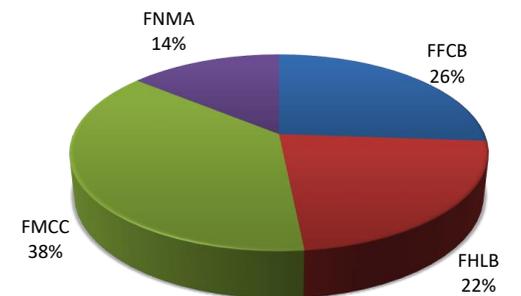
### Call Structure



### Coupon Breakdown



### Issuer Distribution



## Section II | Agency Call Analysis

Portfolio as of: 9/30/2019

Pricing date: 9/30/2019

City of Upland

### Interest Rate Shift Projected Calls 12 Months

	Par (000)	% Agency	% Portfolio
-300	32,000	73.05%	56.64%
-250	32,000	73.05%	56.64%
-200	32,000	73.05%	56.64%
-150	32,000	73.05%	56.64%
-100	32,000	73.05%	56.64%
-50	32,000	73.05%	56.64%
0	30,500	69.63%	53.98%
50	18,500	42.23%	32.74%
100	11,000	25.11%	19.47%
150	7,000	15.98%	12.39%
200	5,500	12.56%	9.73%
250	4,000	9.13%	7.08%
300	4,000	9.13%	7.08%

### Monthly Projected Calls 12 Months

	Discrete	Continuous
10/31/2019	1,250	1,250
11/30/2019	3,000	2,500
12/31/2019	3,500	
01/31/2020	3,500	
02/29/2020		
03/31/2020		
04/30/2020	3,500	
05/31/2020		1,500
06/30/2020	1,000	3,500
07/31/2020		3,000
08/31/2020		
09/30/2020		
10/31/2020		

### Call Breakout 12 Months



### Projected Agency Call +300/-300 12 Month



## Section II | Corporate Analysis

Portfolio as of: 9/30/2019

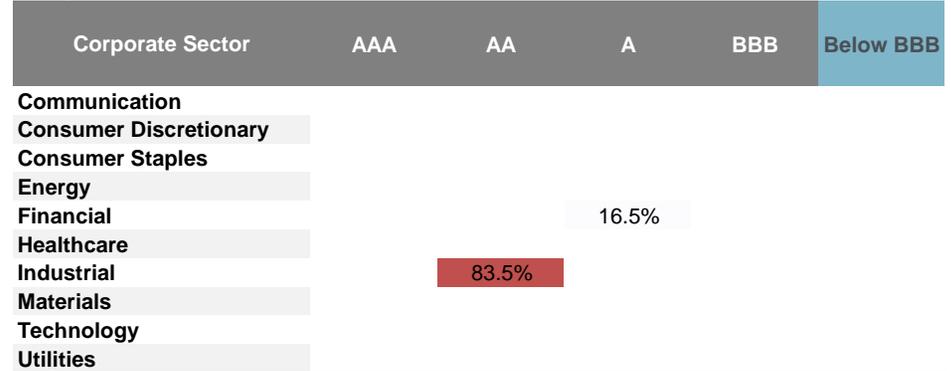
Pricing date: 9/30/2019

City of Upland

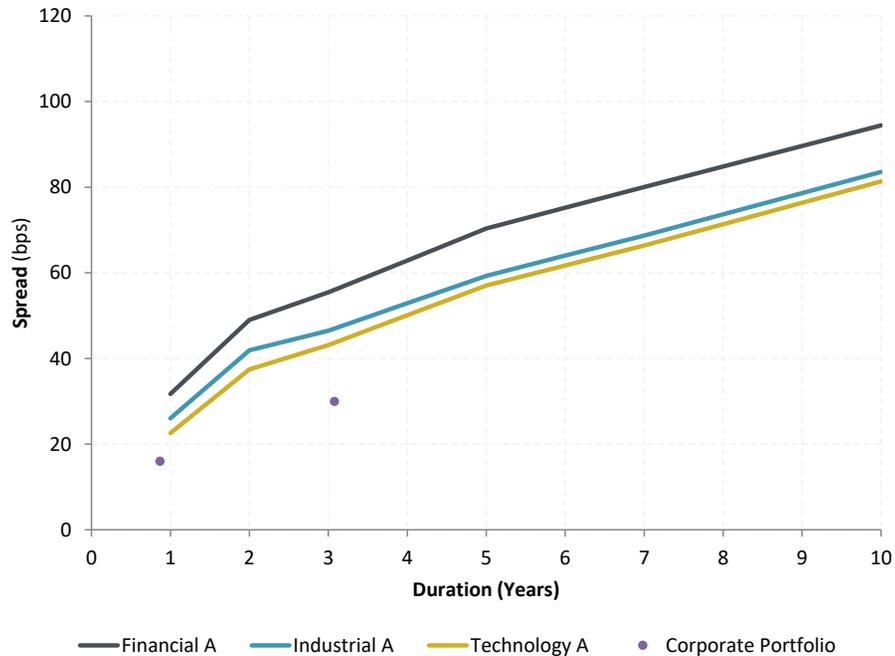
### Corporate Sector Summary

Corporate Sector	Market Value (\$000)	Market Value (%)	Maturity (Years)	Market Yield (%)
Communication				
Consumer Discretionary				
Consumer Staples				
Energy				
Financial	101	16%	0.89	2.01
Healthcare				
Industrial	511	84%	3.29	1.87
Materials				
Technology				
Utilities				
<b>TOTAL</b>	<b>611</b>			

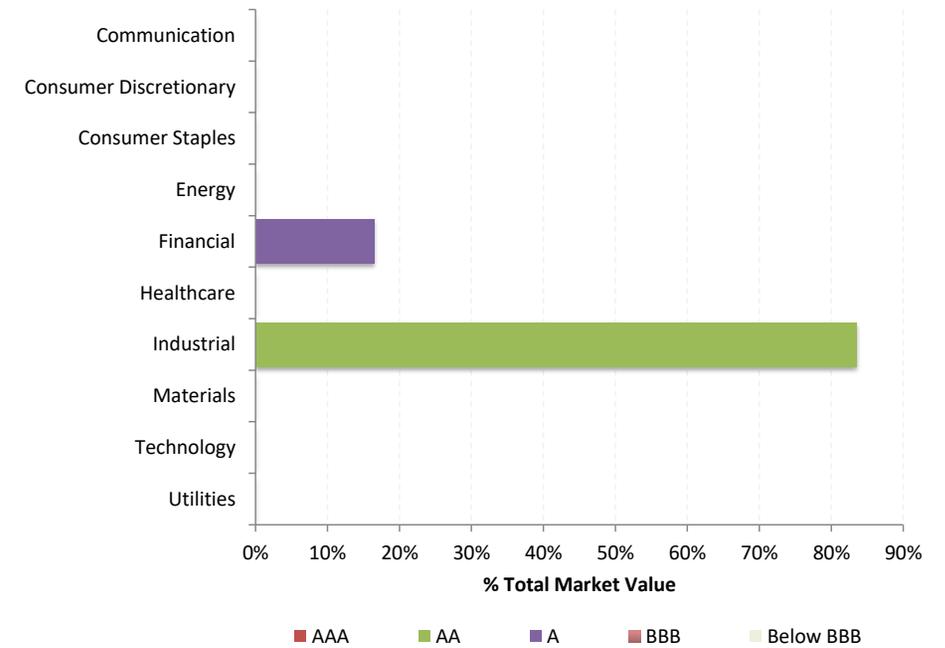
### Corporate Sector & Credit Distribution



### Portfolio vs. Benchmark Spreads



### Corporate Sector & Credit Breakdown



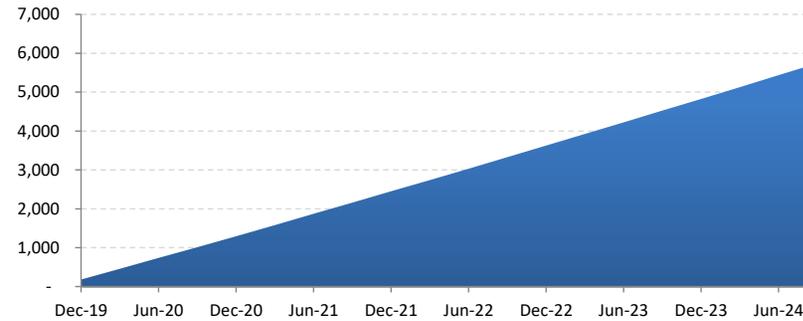
Section III | Portfolio Income Analysis  
City of Upland

Portfolio as of: 9/30/2019 Pricing date: 9/30/2019

Quarterly Income (000)



Cumulative Income (000)



Date	Principal (000)	Coupon (000)	Interest on Cash Flow (000)	Change in Accrued Interest (000)	Book Amort/Accret (000)	Total Pre-Tax Income (000)	Cumulative Pre-Tax Income (000)
Beginning							
12/01/2019	11,900	307	7	(107)	(26)	181	181
03/01/2020	9,900	283	84	(62)	(33)	272	453
06/01/2020	6,855	222	119	(35)	(25)	281	734
09/01/2020	8,850	157	168	(36)	(13)	276	1,010
12/01/2020	5,000	151	199	(57)	(10)	283	1,294
03/01/2021	500	48	218	31	(11)	286	1,579
06/01/2021	750	108	222	(30)	(10)	290	1,870
09/01/2021	750	44	226	29	(9)	290	2,160
12/01/2021	5,250	98	234	(36)	(7)	288	2,448
03/01/2022	250	33	259	5	(6)	291	2,739
06/01/2022	1,493	41	264	(8)	(4)	293	3,032
09/01/2022	250	32	270	(3)	(3)	295	3,327
12/01/2022	-	22	273	4	(3)	297	3,624
03/01/2023	750	28	276	(4)	(2)	297	3,921
06/01/2023	250	22	279	0	(1)	300	4,222
09/01/2023	250	20	282	(0)	(0)	301	4,523
12/01/2023	-	18	285	(0)	0	303	4,826
03/01/2024	-	15	286	3	0	304	5,130
06/01/2024	250	18	288	(0)	0	306	5,436
09/01/2024	1,500	15	290	(0)	0	306	5,741

\*Assumes All Cash Flows are Reinvested at the Reinvestment Rate (%): 1.96

Section III | Portfolio Monthly Cash Flow Analysis

Portfolio as of: 9/30/2019

Pricing date: 9/30/2019

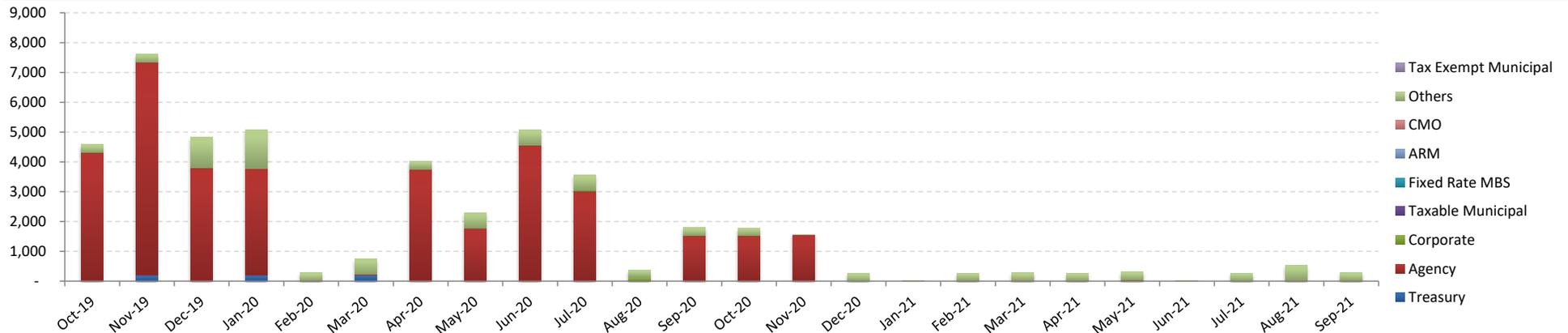
City of Upland

Reinvestment Rate: 1.96

Monthly Cashflows (000, Unchanged Rate Scenario)

Date	Treasury	Agency	Corporate	Taxable Municipal	Fixed Rate MBS	ARM	CMO	Others	Tax Exempt Municipal	Principal	Coupon	Interest on Cash Flow	Total	Cumulative
Ending														
10/31/2019		4,316						268		4,450	133	-	4,583	4,583
11/30/2019	202	7,132						290		7,450	174	7	7,631	12,214
12/31/2019		3,804						1,033		4,700	137	20	4,857	17,071
01/31/2020	201	3,581	6					1,278		4,950	116	28	5,094	22,165
02/29/2020		15	1					263		250	30	36	316	22,481
03/31/2020	201	28						521		700	51	37	787	23,269
04/30/2020		3,760						266		3,950	75	38	4,063	27,332
05/31/2020		1,780						522		2,205	96	45	2,346	29,678
06/30/2020		4,559						513		5,000	72	48	5,120	34,799
07/31/2020		3,032	6					521		3,500	59	57	3,616	38,414
08/31/2020		15	101					259		350	26	63	439	38,853
09/30/2020		1,528						265		1,750	43	63	1,857	40,709
10/31/2020		1,523						262		1,750	35	66	1,851	42,561
11/30/2020		1,554						18		1,500	73	70	1,642	44,203
12/31/2020								254		250	4	72	326	44,529
01/31/2021			6					15			21	73	94	44,623
02/28/2021		15						257		250	23	73	346	44,969
03/31/2021		15						263		250	28	73	351	45,320
04/30/2021		10						260		250	20	74	344	45,664
05/31/2021		43						266		250	59	75	384	46,048
06/30/2021								2			2	75	78	46,126
07/31/2021			6					264		250	20	75	345	46,471
08/31/2021		15						506		500	21	76	597	47,069
09/30/2021		15						262		250	27	77	353	47,422
	604	36,741	127	-	-	-	-	8,629	-	44,755	1,345	1,322	47,422	

Cash Flows by Sector (000)



Section III | Portfolio Dynamic Cash Flow Analysis

Portfolio as of: 9/30/2019

Pricing date: 9/30/2019

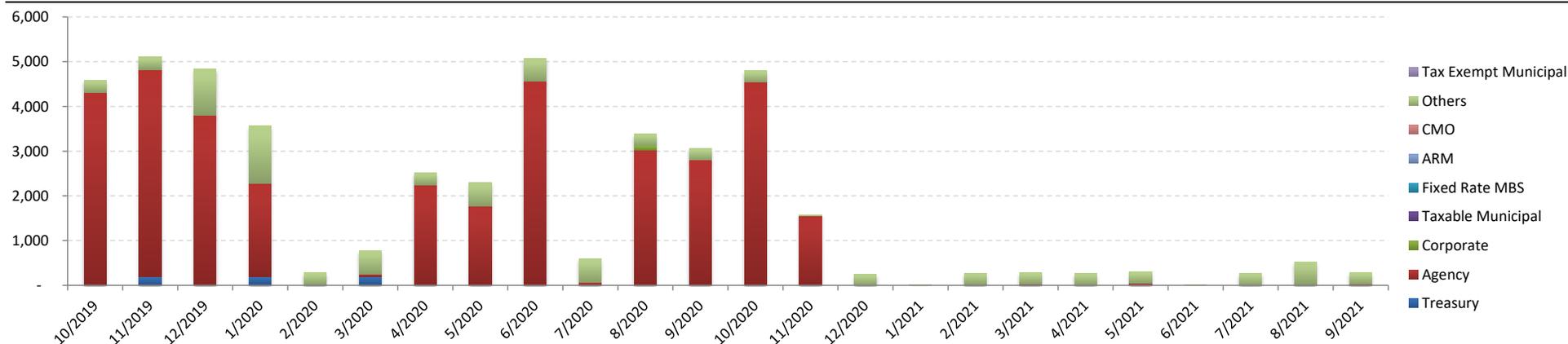
City of Upland

Reinvestment Rate: 1.96

Monthly Cashflows (000, Dynamic Rate Scenario)

Date	Treasury	Agency	Corporate	Taxable Municipal	Fixed Rate MBS	ARM	CMO	Others	Tax Exempt Municipal	Principal	Coupon	Interest on Cash Flow	Total	Cumulative
Ending														
10/31/2019		4,316						268		4,450	133	-	4,583	4,583
11/30/2019	202	4,622						290		4,950	164	7	5,121	9,704
12/31/2019		3,804						1,033		4,700	137	16	4,853	14,557
1/31/2020	201	2,081	6					1,278		3,450	116	24	3,590	18,147
2/29/2020		15	1					263		250	30	30	309	18,456
3/31/2020	201	52						521		700	74	30	804	19,261
4/30/2020		2,251						266		2,450	67	31	2,548	21,809
5/31/2020		1,780						522		2,205	96	36	2,337	24,146
6/30/2020		4,559						513		5,000	72	39	5,111	29,257
7/31/2020		67	6					521		500	94	48	642	29,899
8/31/2020		3,022	101					259		3,350	33	49	3,432	33,331
9/30/2020		2,803						265		3,000	68	54	3,122	36,453
10/31/2020		4,540						262		4,750	52	60	4,862	41,315
11/30/2020		1,554						18		1,500	73	67	1,640	42,955
12/31/2020								254		250	4	70	324	43,280
1/31/2021			6					15			21	71	92	43,371
2/28/2021		15						257		250	23	71	343	43,715
3/31/2021		27						263		250	40	71	361	44,076
4/30/2021		10						260		250	20	72	342	44,419
5/31/2021		43						266		250	59	73	382	44,801
6/30/2021								2			2	73	75	44,876
7/31/2021			6					264		250	20	73	343	45,220
8/31/2021		15						506		500	21	74	595	45,815
9/30/2021		27						262		250	39	75	364	46,178
	604	35,605	127	-	-	-	-	8,629	-	43,505	1,459	1,214	46,178	

Cash Flows by Sector (000)



Section III | Portfolio Annual Cash Flow Analysis  
City of Upland

Portfolio as of: 9/30/2019

Pricing date: 9/30/2019

Reinvestment Rate: 1.96

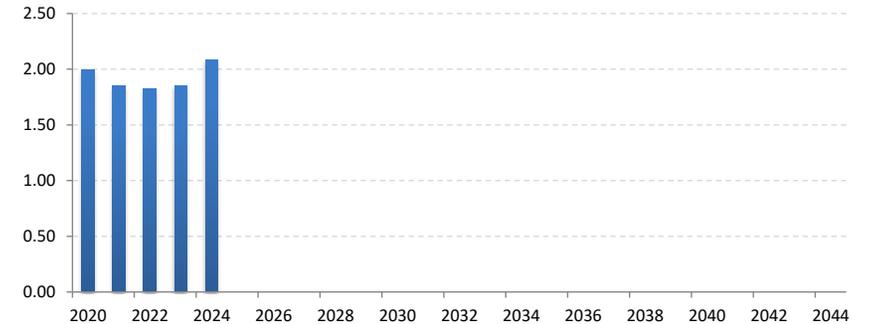
Annual Cashflows (000, Unchanged Rate Scenario)

Date	Treasury	Agency	Corporate	Taxable Municipal	Fixed Rate MBS	ARM	CMO	Others	Tax Exempt Municipal	Principal	Coupon	Interest on Cash Flow	Total	Cumulative	Bk Yld Run-off
Ending															
09/30/2020	604	33,550		115				5,998		39,255	1,012	-	40,267	40,267	2.00
09/30/2021		3,191		12				2,630		5,500	333	789	6,623	46,890	1.85
09/30/2022		5,114		12				2,059		6,993	192	919	8,104	54,994	1.82
09/30/2023		61		505				777		1,250	93	1,078	2,420	57,414	1.85
09/30/2024		3,061						533		3,500	94	1,125	4,719	62,133	2.08
09/30/2025															
09/30/2026															
09/30/2027															
09/30/2028															
09/30/2029															
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09/30/2038															
09/30/2039															
09/30/2040															
09/30/2041															
09/30/2042															
09/30/2043															
09/30/2044	604	44,977		644	-	-	-	11,997	-	56,498	1,723	3,911	62,133		

Cash Flows by Sector (000)



Run off Book Yield



# Portfolio Review

Fixed Income | Strategic Analytics

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REALIZE THE POWER OF PARTNERSHIP.

## Section IV | Book Value Appraisal

Portfolio as of: 9/30/2019

Pricing date: 9/30/2019

City of Upland

Par (000)	CUSIP	Issuer	S&P	Mdys	Cpn	Maturity	Average Life	Book Price	Market Price	Book Value (000)	Market Value (000)~	Gain/Loss (000)	Book Yield	FTE Market Yield	Effective Duration
56,498			AA+	Aaa	2.26	2.68	0.91	100.29	100.30	56,662	57,011	0	1.96	1.96	1.12
<b>11,493</b>	<b>Total CD (20.5%)</b>		<b>NR</b>	<b>NR</b>	<b>2.62</b>	<b>1.46</b>	<b>1.46</b>	<b>101.16</b>	<b>101.17</b>	<b>11,626</b>	<b>11,682</b>	<b>0</b>	<b>1.85</b>	<b>1.85</b>	<b>1.40</b>
250	51210SPT8	LAKESIDE BK CHICAGO ILL	NR	NR	2.40	10/30/2019	0.08	100.04	100.04	250	250	0	1.85	1.85	0.08
250	90344LEQ8	USNY BK GENEVA NY	NR	NR	2.65	11/05/2019	0.10	100.07	100.07	250	256	0	1.92	1.92	0.10
250	92937CHF8	WEX BK MIDVALE UTAH	NR	NR	2.55	12/13/2019	0.20	100.13	100.13	250	252	0	1.88	1.88	0.20
250	06428FMD6	BANK OF CHINA NEW YORK CITY	NR	NR	1.95	12/20/2019	0.22	100.01	100.01	250	250	0	1.93	1.93	0.22
250	06063HBF9	BANK BARODA NEW YORK N Y	NR	NR	2.80	12/27/2019	0.24	100.21	100.21	251	256	0	1.91	1.91	0.24
250	23204HHM3	CUSTOMERS BK PHOENIXVILLE PA	NR	NR	1.95	12/30/2019	0.25	100.02	100.02	250	250	0	1.92	1.92	0.25
250	303117CQ6	FAHEY BKG CO MARION OHIO	NR	NR	2.50	01/10/2020	0.28	100.17	100.17	250	251	0	1.90	1.90	0.28
250	90520VAG8	UNION BK GREENVILLE NC	NR	NR	2.65	01/16/2020	0.30	100.23	100.23	251	253	0	1.84	1.84	0.29
250	59013J5A3	MERRICK BK SOUTH JORDAN UTAH	NR	NR	2.70	01/21/2020	0.31	100.25	100.25	251	251	0	1.90	1.90	0.31
250	75047ABK9	RADIUS BK BOSTON MASS	NR	NR	2.00	01/29/2020	0.33	100.04	100.04	250	251	0	1.90	1.90	0.33
250	89210PBZ5	TOWN CTRY BK SPRINGFIELD ILL	NR	NR	2.00	01/30/2020	0.33	100.04	100.04	250	250	0	1.87	1.87	0.33
250	919853BX8	VALLEY NATL BK PASSAIC N J	NR	NR	2.70	02/07/2020	0.36	100.30	100.30	251	254	0	1.83	1.83	0.35
250	45083ALH3	IBERIABANK LAFAYETTE LA	NR	NR	2.80	03/02/2020	0.42	100.40	100.40	251	253	0	1.82	1.82	0.41
250	20451PWE2	COMPASS BK BIRMINGHAM ALA	NR	NR	2.80	03/04/2020	0.43	100.41	100.41	251	253	0	1.83	1.83	0.42
250	06417NGZ0	BANK OZK	NR	NR	2.35	04/09/2020	0.53	100.27	100.27	251	251	0	1.85	1.85	0.52
250	909557HZ6	UNITED BANKERS BK BLOOMINGTO	NR	NR	2.85	05/19/2020	0.64	100.65	100.65	252	252	0	1.83	1.83	0.62
250	11373QFU7	BROOKLINE BK MASS	NR	NR	2.90	05/29/2020	0.66	100.72	100.72	252	252	0	1.81	1.81	0.65
250	32021SFP6	FIRST FINL BK HAMILTON OH	NR	NR	2.90	06/26/2020	0.74	100.80	100.80	252	254	0	1.79	1.79	0.73
250	02007GDM2	ALLY BK MIDVALE UTAH	NR	NR	2.75	06/29/2020	0.75	100.70	100.70	252	254	0	1.79	1.79	0.73
250	87227RCN2	TCF NATL BK	NR	NR	2.60	07/02/2020	0.76	100.60	100.60	251	253	0	1.78	1.78	0.74
250	949763SP2	WELLS FARGO BANK NATL ASSN	NR	NR	2.80	07/27/2020	0.82	100.82	100.82	252	252	0	1.81	1.81	0.81
250	064455AM0	BANK PONTIAC (ILLINOIS)	NR	NR	2.35	08/14/2020	0.87	100.48	100.48	251	251	0	1.81	1.81	0.86
250	062683BX4	BANK HOPE LOS ANGELES CA	NR	NR	2.80	09/14/2020	0.96	100.95	100.95	252	253	0	1.81	1.81	0.94
250	20033AXY7	COMENITY CAP BK UTAH	NR	NR	2.00	10/23/2020	1.06	100.21	100.21	251	251	0	1.81	1.81	1.05
250	32056GDD9	FIRST INTERNET BK IND	NR	NR	3.00	12/28/2020	1.24	101.48	101.48	254	254	0	1.81	1.81	1.21
250	538036DX9	LIVE OAK BKG CO NC	NR	NR	3.00	02/09/2021	1.36	101.61	101.61	254	255	0	1.81	1.81	1.32
250	27002YDY9	EAGLEBANK BETHESDA MD	NR	NR	2.85	03/08/2021	1.44	101.49	101.49	254	254	0	1.81	1.81	1.40
250	17312QH93	CITIBANK NATIONAL ASSOCIATIO	NR	NR	2.75	04/12/2021	1.53	101.43	101.43	254	257	0	1.80	1.80	1.48
250	14042RFV8	CAPITAL ONE NATL ASSN VA	NR	NR	2.25	05/24/2021	1.65	100.21	100.21	251	253	0	2.11	2.11	1.60
250	05580ANK6	BMW BK NORTH AMER SALT LAKE	NR	NR	3.00	07/13/2021	1.78	102.11	102.11	255	257	0	1.79	1.79	1.73
250	14042TBG1	CAPITAL ONE BANK (USA) NAT	NR	NR	2.10	08/02/2021	1.84	100.54	100.54	251	252	0	1.79	1.79	1.79
250	00257TBA3	ABACUS FED SVGS BK NY	NR	NR	2.90	08/31/2021	1.92	102.07	102.07	255	255	0	1.80	1.80	1.85
250	32024FAB7	FIRST FID BK OKLA CITY OKLA	NR	NR	2.85	09/14/2021	1.96	102.02	102.02	255	255	0	1.81	1.81	1.89
250	949763LT1	WELLS FARGO BANK NATL ASSN	NR	NR	2.25	12/08/2021	2.19	100.96	100.96	252	253	0	1.81	1.81	2.12
250	87164WYK8	SYNCHRONY BANK	NR	NR	2.70	03/08/2022	2.44	102.13	102.13	255	256	0	1.81	1.80	2.35
250	85916VCW3	STERLING BK POPLAR BLUFF MO	NR	NR	3.10	03/09/2022	2.44	103.08	103.08	258	261	0	1.80	1.80	2.32
250	61690UFC9	MORGAN STANLEY BK N A	NR	NR	2.80	03/14/2022	2.45	102.38	102.38	256	256	0	1.81	1.81	2.36
246	02587DN38	AMERICAN EXPRESS CENTRN	NR	NR	2.45	04/05/2022	2.51	101.21	101.21	249	252	0	1.96	1.96	2.40
247	33583FAB8	FIRST NORTHEAST BK NEB LYONS	NR	NR	2.00	04/19/2022	2.55	100.48	100.48	248	249	0	1.81	1.81	2.46
250	68002LBL1	OLD MO BK SPRINGFIELD	NR	NR	3.10	05/05/2022	2.60	103.28	103.28	258	259	0	1.82	1.82	2.47
250	02587CFU9	AMERICAN EXP FED SVGS BK INS	NR	NR	2.40	08/29/2022	2.91	101.24	101.24	253	254	0	1.96	1.96	2.80
250	38148PYQ4	GOLDMAN SACHS BK USA NY	NR	NR	2.80	02/28/2023	3.41	103.21	103.21	258	259	0	1.83	1.83	3.24
250	795450P66	SALLIE MAE BK SLT LAKE CITY	NR	NR	3.20	05/09/2023	3.61	104.75	104.75	262	265	0	1.83	1.83	3.36
250	254673RF5	DISCOVER BK	NR	NR	3.30	07/11/2023	3.78	105.31	105.31	263	265	0	1.84	1.84	3.53
250	61760AZR3	MORGAN STANLEY PVT BK PURCHA	NR	NR	2.75	05/02/2024	4.59	103.68	103.68	259	262	0	1.91	1.91	4.26
250	48040PFB6	JONESBORO ST BANK	NR	NR	2.05	09/16/2024	4.96	100.04	100.00	250	250	0	2.05	2.06	4.70

# Portfolio Review

Fixed Income | Strategic Analytics

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REALIZE THE POWER OF PARTNERSHIP.

## Section IV | Book Value Appraisal

Portfolio as of: 9/30/2019

Pricing date: 9/30/2019

City of Upland

Par (000)	CUSIP	Issuer	S&P	Mdys	Cpn	Maturity	Average Life	Book Price	Market Price	Book Value (000)	Market Value (000)~	Gain/Loss (000)	Book Yield	FTE Market Yield	Effective Duration
<b>56,498</b>			<b>AA+</b>	<b>Aaa</b>	<b>2.26</b>	<b>2.68</b>	<b>0.91</b>	<b>100.29</b>	<b>100.30</b>	<b>56,662</b>	<b>57,011</b>	<b>0</b>	<b>1.96</b>	<b>1.96</b>	<b>1.12</b>
<b>600</b>		<b>Total US Treasury (1.1%)</b>	<b>AAA</b>	<b>Aaa</b>	<b>1.29</b>	<b>0.33</b>	<b>0.33</b>	<b>99.77</b>	<b>99.77</b>	<b>599</b>	<b>600</b>	<b>0</b>	<b>1.94</b>	<b>1.94</b>	<b>0.33</b>
200	912828G61	UNITED STATES TREAS NTS	TSY	TSY	1.50	11/30/2019	0.17	99.91	99.91	200	201	0	2.04	2.04	0.17
200	912828H52	UNITED STATES TREAS NTS	TSY	TSY	1.25	01/31/2020	0.33	99.78	99.78	200	200	0	1.92	1.92	0.33
200	912828UV0	UNITED STATES TREAS NTS	TSY	TSY	1.13	03/31/2020	0.50	99.63	99.63	199	199	0	1.87	1.87	0.50
<b>43,805</b>		<b>Total Agency (77.4%)</b>	<b>AA+</b>	<b>Aaa</b>	<b>2.18</b>	<b>3.04</b>	<b>0.75</b>	<b>100.05</b>	<b>100.05</b>	<b>43,829</b>	<b>44,118</b>	<b>0</b>	<b>1.99</b>	<b>1.99</b>	<b>1.03</b>
200	3137EADM8	FEDERAL HOME LN MTG CORP	AA+	AGY	1.25	10/02/2019	0.01	100.00	100.00	200	201	0	1.25	1.78	0.01
1,500	3135G0R39	FEDERAL NATL MTG ASSN	AA+	AGY	1.00	10/24/2019	0.08	99.94	99.94	1,499	1,505	0	1.89	1.89	0.07
1,500	3130AA3R7	FEDERAL HOME LOAN BANKS	AA+	AGY	1.38	11/15/2019	0.17	99.93	99.93	1,499	1,506	0	1.91	1.91	0.13
200	3130A0JR2	FEDERAL HOME LOAN BANKS	AA+	AGY	2.38	12/13/2019	0.17	100.09	100.09	200	202	0	1.92	1.92	0.20
200	3130A7PU3	FEDERAL HOME LOAN BANKS	AA+	AGY	1.20	04/06/2020	0.50	99.68	99.68	199	201	0	1.83	1.83	0.51
205	3133ECPD0	FEDERAL FARM CR BKS	AA+	AGY	1.42	05/13/2020	0.58	99.75	99.75	204	206	0	1.82	1.82	0.61
1,500	313382J53	FEDERAL HOME LOAN BANKS	AA+	AGY	1.75	09/28/2020	1.00	99.91	99.91	1,499	1,499	0	1.84	1.84	0.98
1,500	3135G0RM7	FEDERAL NATL MTG ASSN	AA+	AGY	1.63	10/30/2020	1.08	99.68	99.68	1,495	1,506	0	1.93	1.93	1.06
1,500	3135G0F73	FEDERAL NATL MTG ASSN	AA+	AGY	1.50	11/30/2020	1.17	99.65	99.65	1,495	1,502	0	1.81	1.81	1.15
1,250	3133EHYU1	FEDERAL FARM CR BKS	AA+	AGY	1.84	09/13/2021	0.08	100.00	100.00	1,250	1,251	0	1.84	1.83	0.68
1,500	3135G0Q89	FEDERAL NATL MTG ASSN	AA+	AGY	1.38	10/07/2021	2.00	99.43	99.43	1,491	1,502	0	1.66	1.66	1.97
2,000	3133EFPT8	FEDERAL FARM CR BKS	AA+	AGY	1.96	11/19/2021	2.17	100.46	100.46	2,009	2,023	0	1.74	1.74	2.07
1,500	3130AFUC9	FEDERAL HOME LOAN BANKS	AA+	AGY	3.13	11/26/2021	0.17	100.16	100.16	1,502	1,519	0	2.06	2.06	0.16
1,500	3130AGCU7	FEDERAL HOME LOAN BANKS	AA+	AGY	2.55	05/06/2022	0.58	100.34	100.34	1,505	1,520	0	1.98	1.98	0.85
1,000	3133EKMN3	FEDERAL FARM CR BKS	AA+	AGY	2.43	06/03/2022	0.67	100.24	100.24	1,002	1,010	0	2.07	2.07	1.03
1,500	3134GTS06	FEDERAL HOME LN MTG CORP	AA+	AGY	2.50	06/06/2022	0.17	100.03	100.03	1,500	1,513	0	2.30	2.30	0.79
3,000	3133EKVP8	FEDERAL FARM CR BKS	AA+	AGY	2.11	07/22/2022	0.83	100.17	100.17	3,005	3,017	0	1.90	1.90	1.22
1,250	3133EHYB3	FEDERAL FARM CR BKS	AA+	AGY	1.94	09/12/2022	0.08	100.00	100.00	1,250	1,251	0	1.94	1.90	0.84
1,250	3130ACH72	FEDERAL HOME LOAN BANKS	AA+	AGY	2.26	10/04/2022	0.01	100.00	100.00	1,250	1,264	0	2.26	2.24	0.01
1,250	3133EHF73	FEDERAL FARM CR BKS	AA+	AGY	2.28	10/17/2022	0.08	100.00	100.00	1,250	1,263	0	2.28	2.27	0.83
1,500	3134GB3A8	FEDERAL HOME LN MTG CORP	AA+	AGY	2.25	11/28/2022	0.17	100.07	100.07	1,501	1,513	0	1.81	1.81	0.69
2,000	3134GTKX0	FEDERAL HOME LN MTG CORP	AA+	AGY	2.78	10/30/2023	0.33	100.23	100.23	2,005	2,029	0	2.10	2.10	0.73
2,000	3134GTDW0	FEDERAL HOME LN MTG CORP	AA+	AGY	2.75	04/30/2024	0.58	100.43	100.43	2,009	2,031	0	2.00	2.00	0.93
1,500	3134GTPF4	FEDERAL HOME LN MTG CORP	AA+	AGY	2.70	05/22/2024	0.17	100.08	100.08	1,501	1,516	0	2.11	2.11	0.76
2,000	3134GTRZ8	FEDERAL HOME LN MTG CORP	AA+	AGY	2.65	06/04/2024	0.17	100.08	100.08	2,002	2,020	0	2.20	2.20	0.95
2,500	3130AGKB0	FEDERAL HOME LOAN BANKS	AA+	AGY	2.55	06/05/2024	0.67	100.35	100.35	2,509	2,529	0	2.02	2.02	1.22
1,000	3134GTRK1	FEDERAL HOME LN MTG CORP	AA+	AGY	2.55	06/17/2024	0.75	100.30	100.30	1,003	1,010	0	2.13	2.13	1.35
1,500	3134GTP98	FEDERAL HOME LN MTG CORP	AGY	AGY	2.40	07/30/2024	0.33	100.08	100.08	1,501	1,507	0	2.14	2.14	1.26
1,500	3134GTP56	FEDERAL HOME LN MTG CORP	AGY	AGY	2.30	07/30/2024	0.58	100.15	100.15	1,502	1,508	0	2.05	2.05	1.45
1,500	3133EKZN9	FEDERAL FARM CR BKS	AA+	AGY	2.06	08/13/2024	4.83	99.29	99.29	1,489	1,494	0	2.22	2.22	2.48
1,500	3134GUBY5	FEDERAL HOME LN MTG CORP	AGY	AGY	2.00	09/18/2024	1.00	100.02	100.02	1,500	1,502	0	1.98	1.98	2.00
<b>500</b>		<b>Total Corporate - Industrials (0.9%)</b>	<b>AA+</b>	<b>Aa1</b>	<b>2.40</b>	<b>3.29</b>	<b>3.17</b>	<b>101.63</b>	<b>101.63</b>	<b>508</b>	<b>511</b>	<b>0</b>	<b>1.87</b>	<b>1.87</b>	<b>3.08</b>
500	037833DE7	APPLE INC	AA+	Aa1	2.40	01/13/2023	3.17	101.63	101.63	508	511	0	1.87	1.87	3.08
<b>100</b>		<b>Total Corporate - Financials (0.2%)</b>	<b>A</b>	<b>A1</b>	<b>2.55</b>	<b>0.89</b>	<b>0.92</b>	<b>100.47</b>	<b>100.47</b>	<b>100</b>	<b>101</b>	<b>0</b>	<b>2.01</b>	<b>2.01</b>	<b>0.87</b>
100	857477AS2	STATE STR CORP	A	A1	2.55	08/18/2020	0.92	100.47	100.47	100	101	0	2.01	2.01	0.87

# Portfolio Review

Fixed Income | Strategic Analytics

PiperJaffray

REALIZE THE POWER OF PARTNERSHIP.

## Section IV | Portfolio Holdings Report

Portfolio as of: 9/30/2019

Pricing date: 9/30/2019

City of Upland

Par (000)	CUSIP	Issuer	S&P	Mdys	Cpn	Maturity	Call Date	Average Life	Market Price	Market Value (000)	Market Yield	Modified Duration	Effective Duration	Convexity
56,498			AA+	Aaa	2.26	2.6836		0.91	100.30	57,011	1.96	2.47	1.12	-0.30
<b>11,493</b>	<b>Total CD (20.5%)</b>		<b>NR</b>	<b>NR</b>	<b>2.62</b>	<b>1.46</b>		<b>1.46</b>	<b>101.17</b>	<b>11,682</b>	<b>1.85</b>	<b>1.40</b>	<b>1.40</b>	<b>0.02</b>
250	51210SPT8	LAKESIDE BK CHICAGO ILL	NR	NR	2.40	10/30/2019		0.08	100.04	250	1.85	0.08	0.08	0.00
250	90344LEQ8	USNY BK GENEVA NY	NR	NR	2.65	11/05/2019		0.10	100.07	256	1.92	0.10	0.10	0.00
250	92937CHF8	WEX BK MIDVALE UTAH	NR	NR	2.55	12/13/2019		0.20	100.13	252	1.88	0.20	0.20	0.00
250	06428FMD6	BANK OF CHINA NEW YORK CITY	NR	NR	1.95	12/20/2019		0.22	100.01	250	1.93	0.22	0.22	0.00
250	06063HBF9	BANK BARODA NEW YORK N Y	NR	NR	2.80	12/27/2019		0.24	100.21	256	1.91	0.24	0.24	0.00
250	23204HHM3	CUSTOMERS BK PHOENIXVILLE PA	NR	NR	1.95	12/30/2019		0.25	100.02	250	1.92	0.24	0.25	0.00
250	303117CQ6	FAHEY BKG CO MARION OHIO	NR	NR	2.50	01/10/2020		0.28	100.17	251	1.90	0.27	0.28	0.00
250	90520VAG8	UNION BK GREENVILLE NC	NR	NR	2.65	01/16/2020		0.30	100.23	253	1.84	0.29	0.29	0.00
250	59013J5A3	MERRICK BK SOUTH JORDAN UTAH	NR	NR	2.70	01/21/2020		0.31	100.25	251	1.90	0.30	0.31	0.00
250	75047ABK9	RADIUS BK BOSTON MASS	NR	NR	2.00	01/29/2020		0.33	100.04	251	1.90	0.33	0.33	0.00
250	89210PBZ5	TOWN CTRY BK SPRINGFIELD ILL	NR	NR	2.00	01/30/2020		0.33	100.04	250	1.87	0.33	0.33	0.00
250	919853BX8	VALLEY NATL BK PASSAIC N J	NR	NR	2.70	02/07/2020		0.36	100.30	254	1.83	0.35	0.35	0.00
250	45083ALH3	IBERIABANK LAFAYETTE LA	NR	NR	2.80	03/02/2020		0.42	100.40	253	1.82	0.42	0.41	0.00
250	20451PWE2	COMPASS BK BIRMINGHAM ALA	NR	NR	2.80	03/04/2020		0.43	100.41	253	1.83	0.42	0.42	0.00
250	06417NGZ0	BANK OZK	NR	NR	2.35	04/09/2020		0.53	100.27	251	1.85	0.52	0.52	0.00
250	909557HZ6	UNITED BANKERS BK BLOOMINGTO	NR	NR	2.85	05/19/2020		0.64	100.65	252	1.83	0.63	0.62	0.00
250	11373QFU7	BROOKLINE BK MASS	NR	NR	2.90	05/29/2020		0.66	100.72	252	1.81	0.65	0.65	0.00
250	32021SFP6	FIRST FINL BK HAMILTON OH	NR	NR	2.90	06/26/2020		0.74	100.80	254	1.79	0.72	0.73	0.00
250	02007GDM2	ALLY BK MIDVALE UTAH	NR	NR	2.75	06/29/2020		0.75	100.70	254	1.79	0.73	0.73	0.01
250	87227RCN2	TCF NATL BK	NR	NR	2.60	07/02/2020		0.76	100.60	253	1.78	0.74	0.74	0.01
250	949763SP2	WELLS FARGO BANK NATL ASSN	NR	NR	2.80	07/27/2020		0.82	100.82	252	1.81	0.81	0.81	0.01
250	064455AM0	BANK PONTIAC (ILLINOIS)	NR	NR	2.35	08/14/2020		0.87	100.48	251	1.81	0.86	0.86	0.01
250	062683BX4	BANK HOPE LOS ANGELES CA	NR	NR	2.80	09/14/2020		0.96	100.95	253	1.81	0.94	0.94	0.01
250	20033AXY7	COMENITY CAP BK UTAH	NR	NR	2.00	10/23/2020		1.06	100.21	251	1.81	1.05	1.05	0.01
250	32056GDD9	FIRST INTERNET BK IND	NR	NR	3.00	12/28/2020		1.24	101.48	254	1.81	1.22	1.21	0.01
250	538036DX9	LIVE OAK BKG CO NC	NR	NR	3.00	02/09/2021		1.36	101.61	255	1.81	1.33	1.32	0.01
250	27002YDY9	EAGLEBANK BETHESDA MD	NR	NR	2.85	03/08/2021		1.44	101.49	254	1.81	1.40	1.40	0.01
250	17312QH93	CITIBANK NATIONAL ASSOCIATIO	NR	NR	2.75	04/12/2021		1.53	101.43	257	1.80	1.48	1.48	0.02
250	14042RFV8	CAPITAL ONE NATL ASSN VA	NR	NR	2.25	05/24/2021		1.65	100.21	253	2.11	1.60	1.60	0.02
250	05580ANK6	BMW BK NORTH AMER SALT LAKE	NR	NR	3.00	07/13/2021		1.78	102.11	257	1.79	1.72	1.73	0.02
250	14042TBG1	CAPITAL ONE BANK (USA) NAT	NR	NR	2.10	08/02/2021		1.84	100.54	252	1.79	1.79	1.79	0.02
250	00257TBA3	ABACUS FED SVGS BK NY	NR	NR	2.90	08/31/2021		1.92	102.07	255	1.80	1.86	1.85	0.02
250	32024FAB7	FIRST FID BK OKLA CITY OKLA	NR	NR	2.85	09/14/2021		1.96	102.02	255	1.81	1.90	1.89	0.02
250	949763LT1	WELLS FARGO BANK NATL ASSN	NR	NR	2.25	12/08/2021		2.19	100.96	253	1.81	2.13	2.12	0.03
250	87164WYK8	SYNCHRONY BANK	NR	NR	2.70	03/08/2022		2.44	102.13	256	1.80	2.35	2.35	0.04
250	85916VCW3	STERLING BK POPLAR BLUFF MO	NR	NR	3.10	03/09/2022		2.44	103.08	261	1.80	2.34	2.32	0.04
250	61690UFC9	MORGAN STANLEY BK N A	NR	NR	2.80	03/14/2022		2.45	102.38	256	1.81	2.36	2.36	0.04
246	02587DN38	AMERICAN EXPRESS CENTRN	NR	NR	2.45	04/05/2022		2.51	101.21	252	1.96	2.40	2.40	0.04
247	33583FAB8	FIRST NORTHEAST BK NEB LYONS	NR	NR	2.00	04/19/2022		2.55	100.48	249	1.81	2.47	2.46	0.04
250	68002LBL1	OLD MO BK SPRINGFIELD	NR	NR	3.10	05/05/2022		2.60	103.28	259	1.82	2.49	2.47	0.04
250	02587CFU9	AMERICAN EXP FED SVGS BK INS	NR	NR	2.40	08/29/2022		2.91	101.24	254	1.96	2.80	2.80	0.05
250	38148PYQ4	GOLDMAN SACHS BK USA NY	NR	NR	2.80	02/28/2023		3.41	103.21	259	1.83	3.25	3.24	0.07
250	795450P66	SALLIE MAE BK SLT LAKE CITY	NR	NR	3.20	05/09/2023		3.61	104.75	265	1.83	3.37	3.36	0.07
250	254673RF5	DISCOVER BK	NR	NR	3.30	07/11/2023		3.78	105.31	265	1.84	3.53	3.53	0.08
250	61760AZR3	MORGAN STANLEY PVT BK PURCHA	NR	NR	2.75	05/02/2024		4.59	103.68	262	1.91	4.26	4.26	0.11
250	48040PFB6	JONESBORO ST BANK	NR	NR	2.05	09/16/2024		4.96	100.00	250	2.06	4.71	4.70	0.13

Section IV | Portfolio Holdings Report

Portfolio as of: 9/30/2019

Pricing date: 9/30/2019

City of Upland

Par (000)	CUSIP	Issuer	S&P	Mdys	Cpn	Maturity	Call Date	Average Life	Market Price	Market Value (000)	Market Yield	Modified Duration	Effective Duration	Convexity
<b>56,498</b>			<b>AA+</b>	<b>Aaa</b>	<b>2.26</b>	<b>2.6836</b>		<b>0.91</b>	<b>100.30</b>	<b>57,011</b>	<b>1.96</b>	<b>2.47</b>	<b>1.12</b>	<b>-0.30</b>
<b>600</b>		<b>Total US Treasury (1.1%)</b>	<b>AAA</b>	<b>Aaa</b>	<b>1.29</b>	<b>0.33</b>		<b>0.33</b>	<b>99.77</b>	<b>600</b>	<b>1.94</b>	<b>0.33</b>	<b>0.33</b>	<b>0.00</b>
200	912828G61	UNITED STATES TREAS NTS	TSY	TSY	1.50	11/30/2019		0.17	99.91	201	2.04	0.17	0.17	0.00
200	912828H52	UNITED STATES TREAS NTS	TSY	TSY	1.25	01/31/2020		0.33	99.78	200	1.92	0.33	0.33	0.00
200	912828UV0	UNITED STATES TREAS NTS	TSY	TSY	1.13	03/31/2020		0.50	99.63	199	1.87	0.50	0.50	0.00
<b>43,805</b>		<b>Total Agency (77.4%)</b>	<b>AA+</b>	<b>Aaa</b>	<b>2.18</b>	<b>3.04</b>		<b>0.75</b>	<b>100.05</b>	<b>44,118</b>	<b>1.99</b>	<b>2.78</b>	<b>1.03</b>	<b>-0.40</b>
200	3137EADM8	FEDERAL HOME LN MTG CORP	AA+	AGY	1.25	10/02/2019		0.01	100.00	201	1.78	0.01	0.01	0.00
1,500	3135G0R39	FEDERAL NATL MTG ASSN	AA+	AGY	1.00	10/24/2019		0.08	99.94	1,505	1.89	0.07	0.07	0.00
1,500	3130AA3R7	FEDERAL HOME LOAN BANKS	AA+	AGY	1.38	11/15/2019		0.17	99.93	1,506	1.91	0.12	0.13	0.00
200	3130A0JR2	FEDERAL HOME LOAN BANKS	AA+	AGY	2.38	12/13/2019		0.17	100.09	202	1.92	0.20	0.20	0.00
200	3130A7PU3	FEDERAL HOME LOAN BANKS	AA+	AGY	1.20	04/06/2020		0.50	99.68	201	1.83	0.51	0.51	0.00
205	3133ECPD0	FEDERAL FARM CR BKS	AA+	AGY	1.42	05/13/2020		0.58	99.75	206	1.82	0.61	0.61	0.00
1,500	313382J53	FEDERAL HOME LOAN BANKS	AA+	AGY	1.75	09/28/2020		1.00	99.91	1,499	1.84	0.98	0.98	0.01
1,500	3135G0RM7	FEDERAL NATL MTG ASSN	AA+	AGY	1.63	10/30/2020		1.08	99.68	1,506	1.93	1.06	1.06	0.01
1,500	3135G0F73	FEDERAL NATL MTG ASSN	AA+	AGY	1.50	11/30/2020		1.17	99.65	1,502	1.81	1.15	1.15	0.01
1,250	3133EHYU1	FEDERAL FARM CR BKS	AA+	AGY	1.84	09/13/2021	06/13/2019	0.08	100.00	1,251	1.83	1.91	0.68	-0.58
1,500	3135G0Q89	FEDERAL NATL MTG ASSN	AA+	AGY	1.38	10/07/2021		2.00	99.43	1,502	1.66	1.97	1.97	0.03
2,000	3133EFPT8	FEDERAL FARM CR BKS	AA+	AGY	1.96	11/19/2021		2.17	100.46	2,023	1.74	2.07	2.07	0.03
1,500	3130AFCU9	FEDERAL HOME LOAN BANKS	AA+	AGY	3.13	11/26/2021	11/26/2019	0.17	100.16	1,519	2.06	2.05	0.16	-0.01
1,500	3130AGCU7	FEDERAL HOME LOAN BANKS	AA+	AGY	2.55	05/06/2022	05/06/2020	0.58	100.34	1,520	1.98	2.48	0.85	-0.25
1,000	3133EKMN3	FEDERAL FARM CR BKS	AA+	AGY	2.43	06/03/2022	06/03/2020	0.67	100.24	1,010	2.07	2.55	1.03	-0.34
1,500	3134GTRD6	FEDERAL HOME LN MTG CORP	AA+	AGY	2.50	06/06/2022	12/06/2019	0.17	100.03	1,513	2.30	2.56	0.79	-0.59
3,000	3133EKVP8	FEDERAL FARM CR BKS	AA+	AGY	2.11	07/22/2022	07/22/2020	0.83	100.17	3,017	1.90	2.71	1.22	-0.39
1,250	3133EHYB3	FEDERAL FARM CR BKS	AA+	AGY	1.94	09/12/2022	09/12/2019	0.08	100.00	1,251	1.90	2.85	0.84	-0.74
1,250	3130ACH72	FEDERAL HOME LOAN BANKS	AA+	AGY	2.26	10/04/2022	10/04/2019	0.01	100.00	1,264	2.24	0.01	0.01	0.00
1,250	3133EHF73	FEDERAL FARM CR BKS	AA+	AGY	2.28	10/17/2022	10/09/2019	0.08	100.00	1,263	2.27	2.90	0.83	-0.73
1,500	3134GB3A8	FEDERAL HOME LN MTG CORP	AA+	AGY	2.25	11/28/2022	11/28/2019	0.17	100.07	1,513	1.81	3.02	0.69	-0.52
2,000	3134GTXK0	FEDERAL HOME LN MTG CORP	AA+	AGY	2.78	10/30/2023	01/30/2020	0.33	100.23	2,029	2.10	3.79	0.73	-0.40
2,000	3134GTDW0	FEDERAL HOME LN MTG CORP	AA+	AGY	2.75	04/30/2024	04/30/2020	0.58	100.43	2,031	2.00	4.23	0.93	-0.35
1,500	3134GTPF4	FEDERAL HOME LN MTG CORP	AA+	AGY	2.70	05/22/2024	11/22/2019	0.17	100.08	1,516	2.11	4.30	0.76	-0.61
2,000	3134GTRZ8	FEDERAL HOME LN MTG CORP	AA+	AGY	2.65	06/04/2024	12/04/2019	0.17	100.08	2,020	2.20	4.34	0.95	-0.76
2,500	3130AGKB0	FEDERAL HOME LOAN BANKS	AA+	AGY	2.55	06/05/2024	06/05/2020	0.67	100.35	2,529	2.02	4.35	1.22	-0.53
1,000	3134GTRK1	FEDERAL HOME LN MTG CORP	AA+	AGY	2.55	06/17/2024	06/17/2020	0.75	100.30	1,010	2.13	4.38	1.35	-0.60
1,500	3134GTP98	FEDERAL HOME LN MTG CORP	AGY	AGY	2.40	07/30/2024	01/30/2020	0.33	100.08	1,507	2.14	4.53	1.26	-0.89
1,500	3134GTP56	FEDERAL HOME LN MTG CORP	AGY	AGY	2.30	07/30/2024	04/30/2020	0.58	100.15	1,508	2.05	4.54	1.45	-0.80
1,500	3133EKZN9	FEDERAL FARM CR BKS	AA+	AGY	2.06	08/13/2024	08/13/2020	4.83	99.29	1,494	2.22	4.59	2.48	-1.07
1,500	3134GUBY5	FEDERAL HOME LN MTG CORP	AGY	AGY	2.00	09/18/2024	09/18/2020	1.00	100.02	1,502	1.98	4.70	2.00	-0.95
<b>500</b>		<b>Total Corporate - Industrials (0.9%)</b>	<b>AA+</b>	<b>Aa1</b>	<b>2.40</b>	<b>3.29</b>		<b>3.17</b>	<b>101.63</b>	<b>511</b>	<b>1.87</b>	<b>3.14</b>	<b>3.08</b>	<b>0.05</b>
500	037833DE7	APPLE INC	AA+	Aa1	2.40	01/13/2023	12/13/2022	3.17	101.63	511	1.87	3.14	3.08	0.05
<b>100</b>		<b>Total Corporate - Financials (0.2%)</b>	<b>A</b>	<b>A1</b>	<b>2.55</b>	<b>0.89</b>		<b>0.92</b>	<b>100.47</b>	<b>101</b>	<b>2.01</b>	<b>0.87</b>	<b>0.87</b>	<b>0.01</b>
100	857477AS2	STATE STR CORP	A	A1	2.55	08/18/2020		0.92	100.47	101	2.01	0.87	0.87	0.01

# Portfolio Review

Fixed Income | Strategic Analytics

PiperJaffray

REALIZE THE POWER OF PARTNERSHIP.

## Section IV | Portfolio Holdings Report

Portfolio as of: 9/30/2019

Pricing date: 9/30/2019

City of Upland

Par (000)	CUSIP	Issuer	S&P	Mdys	Cpn	Maturity	Call Date	Average Life	Market Price	Market Value (000)	Market Yield	Modified Duration	Effective Duration	Convexity
56,498			AA+	Aaa	2.26	2.6836		0.91	100.30	57,011	1.96	2.47	1.12	-0.30

### Excluded Securities:

Par	CUSIP9	ExclusionReason
250	05581WN35	Model Unavailable
2540	31846V203	Model Unavailable
250	48128F4V1	Model Unavailable

## Section V | Portfolio Parallel Simulation

Portfolio as of: 9/30/2019

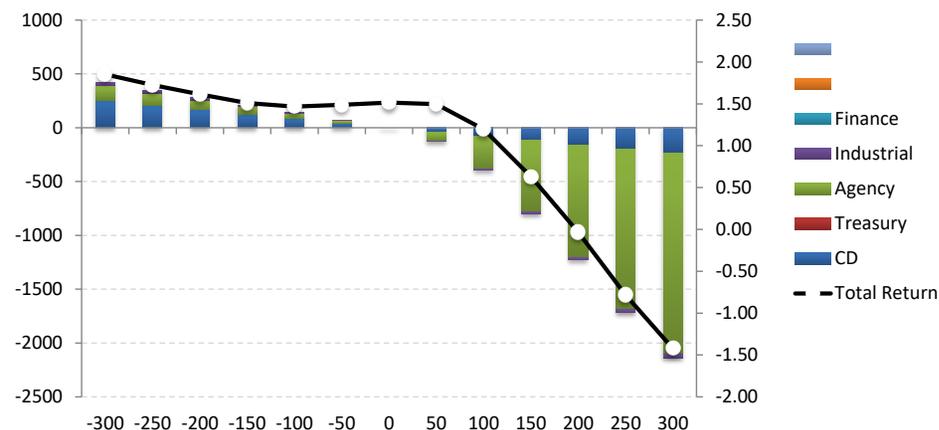
Pricing date: 9/30/2019

City of Upland

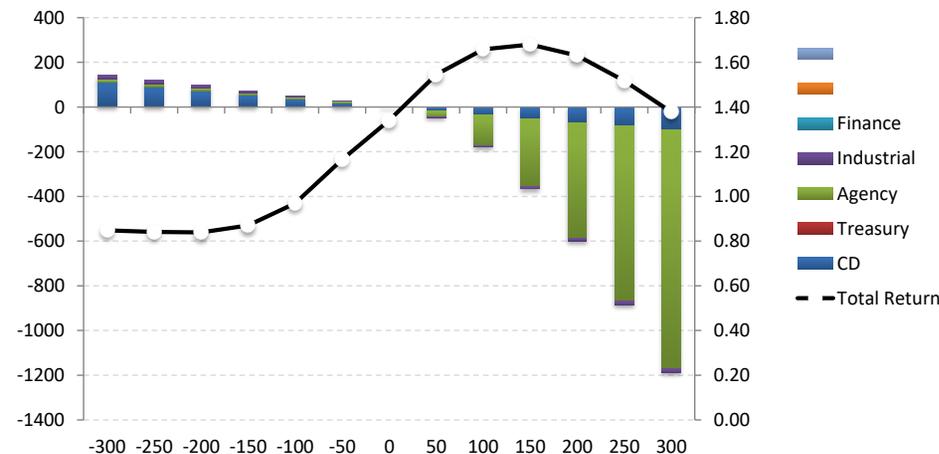
Yield Δbps	Returns (%)			Average Life	Effective Duration	Market Value (000)
	Total	Income	Price			
-300	1.85	1.12	0.73	0.26	0.25	56,971
-250	1.73	1.13	0.60	0.25	0.25	56,899
-200	1.61	1.14	0.47	0.25	0.25	56,829
-150	1.51	1.18	0.34	0.25	0.25	56,759
-100	1.47	1.25	0.22	0.25	0.24	56,691
-50	1.49	1.40	0.09	0.25	0.23	56,622
0	1.51	1.53	-0.02	0.35	0.28	56,549
50	1.50	-0.91	2.40	0.90	0.61	56,421
100	1.19	-0.71	1.90	1.27	0.94	56,152
150	0.63	-0.55	1.17	1.50	1.28	55,749
200	-0.03	-0.45	0.41	1.56	1.43	55,319
250	-0.78	-0.35	-0.44	1.64	1.53	54,831
300	-1.42	-0.25	-1.17	1.63	1.53	54,409

Yield Δbps	Returns (%)			Average Life	Effective Duration	Market Value (000)
	Total	Income	Price			
-300	0.85	0.73	0.12	0.09	0.08	56,661
-250	0.84	0.74	0.10	0.09	0.08	56,638
-200	0.84	0.76	0.07	0.09	0.08	56,615
-150	0.87	0.81	0.06	0.08	0.08	56,592
-100	0.97	0.93	0.04	0.08	0.08	56,569
-50	1.17	1.15	0.01	0.08	0.08	56,547
0	1.34	1.35	0.00	0.15	0.11	56,519
50	1.55	1.59	-0.05	0.28	0.19	56,472
100	1.66	0.52	1.14	0.50	0.41	56,341
150	1.68	0.71	0.97	0.64	0.57	56,152
200	1.63	0.87	0.76	0.74	0.68	55,920
250	1.52	1.01	0.51	0.82	0.78	55,634
300	1.38	1.13	0.24	0.89	0.84	55,331

### Market Value Change (000) Total Return



### Market Value Change (000) Total Return



## Section V | Portfolio Interest Rate Sensitivity

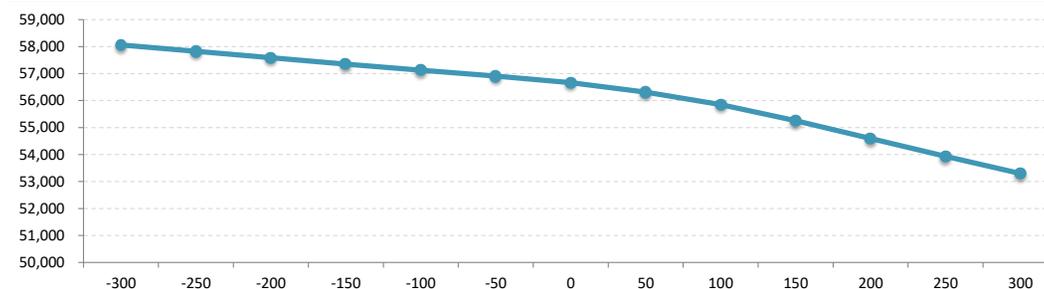
City of Upland

Portfolio as of: 9/30/2019

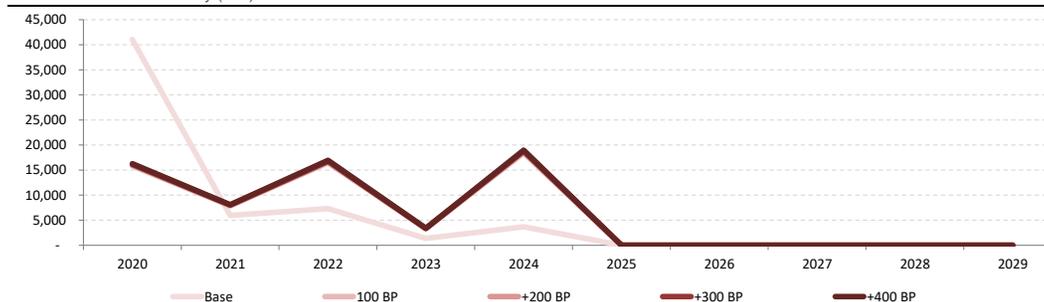
Pricing date: 9/30/2019

Instantaneous Interest Rate Shift Changes					
Yield Δbps	Average Life	Effective Duration	Market Value (000)	Change in Market Value (%)	
-300	0.80	0.82	58,061	2.47%	
-250	0.80	0.81	57,825	2.05%	
-200	0.79	0.81	57,589	1.64%	
-150	0.79	0.81	57,353	1.22%	
-100	0.79	0.81	57,128	0.82%	
-50	0.78	0.91	56,910	0.44%	
0	0.89	1.12	56,661	0.00%	
50	2.35	1.46	56,315	-0.61%	
100	2.54	1.84	55,849	-1.43%	
150	2.53	2.14	55,253	-2.48%	
200	2.51	2.32	54,593	-3.65%	
250	2.50	2.37	53,936	-4.81%	
300	2.49	2.38	53,295	-5.94%	

Market Value Sensitivity (000)



Cash Flow Sensitivity (000)



## Annual Dynamic Rate Shift Cash Flow Comparisons (000)

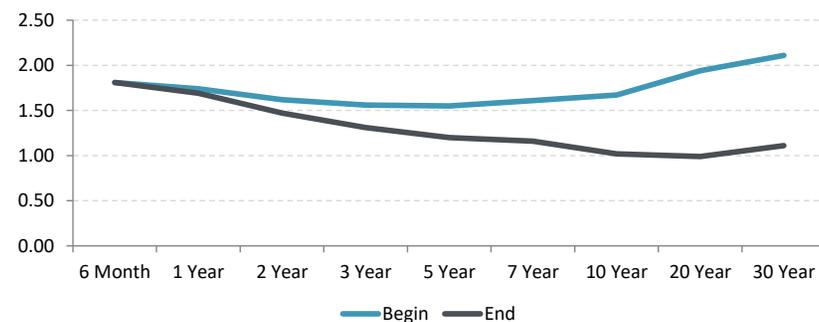
Reinvestment Rate: 1.96		-200 BP			-100 BP			Base			+100 BP			+200 BP			+300 BP			+400 BP		
Date	Principal	Coupon*	Total																			
09/30/2020	40,755	1,006	41,761	40,755	1,398	42,153	39,255	1,781	41,036	14,255	1,592	15,847	14,255	1,735	15,990	14,255	1,877	16,132	14,255	2,020	16,275	
09/30/2021	5,500	302	5,802	5,500	355	5,855	5,500	441	5,941	6,750	1,141	7,891	6,750	1,209	7,959	6,750	1,276	8,026	6,750	1,344	8,094	
09/30/2022	6,993	161	7,154	6,993	228	7,221	6,993	329	7,322	15,243	1,228	16,471	15,243	1,381	16,624	15,243	1,533	16,776	15,243	1,686	16,929	
09/30/2023	1,250	62	1,312	1,250	74	1,324	1,250	117	1,367	2,750	556	3,306	2,750	583	3,333	2,750	611	3,361	2,750	638	3,388	
09/30/2024	2,000	63	2,063	2,000	82	2,082	3,500	162	3,662	17,500	948	18,448	17,500	1,123	18,623	17,500	1,298	18,798	17,500	1,473	18,973	
09/30/2025																						
09/30/2026																						
09/30/2027																						
09/30/2028																						
09/30/2029																						
<b>Total</b>	<b>56,498</b>	<b>1,594</b>	<b>58,092</b>	<b>56,498</b>	<b>2,136</b>	<b>58,634</b>	<b>56,498</b>	<b>2,831</b>	<b>59,329</b>	<b>56,498</b>	<b>5,465</b>	<b>61,963</b>	<b>56,498</b>	<b>6,030</b>	<b>62,528</b>	<b>56,498</b>	<b>6,595</b>	<b>63,093</b>	<b>56,498</b>	<b>7,160</b>	<b>63,658</b>	

\* Includes reinvestment cash flows.

## Bull Flattener Curve Scenario

	Begin	End	Change (bps)
6 Month	1.81	1.81	0
1 Year	1.74	1.69	-5
2 Year	1.62	1.47	-15
3 Year	1.56	1.31	-25
5 Year	1.55	1.20	-35
7 Year	1.61	1.16	-45
10 Year	1.67	1.02	-65
20 Year	1.94	0.99	-95
30 Year	2.11	1.11	-100

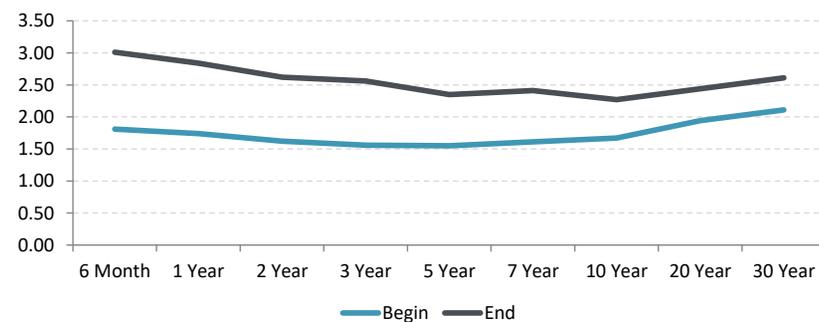
	Begin	End
Total Return		1.55
Price Return		0.02
Income Return		1.54
Mkt Val (\$000)	57,011	57,895
Eff Dur	1.12	0.27
Avg Life	0.91	0.35



## Bear Flattener Curve Scenario

	Begin	End	Change (bps)
6 Month	1.81	3.01	120
1 Year	1.74	2.84	110
2 Year	1.62	2.62	100
3 Year	1.56	2.56	100
5 Year	1.55	2.35	80
7 Year	1.61	2.41	80
10 Year	1.67	2.27	60
20 Year	1.94	2.44	50
30 Year	2.11	2.61	50

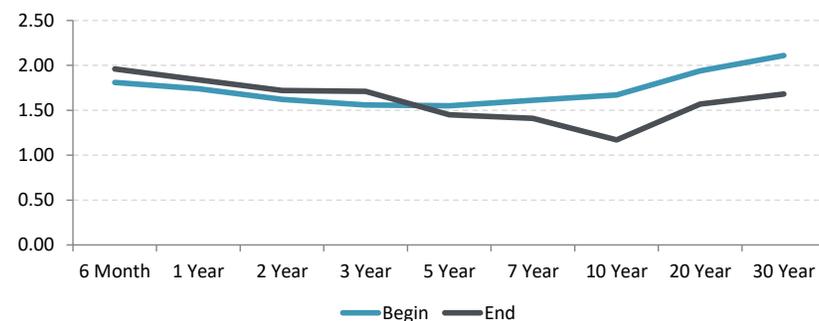
	Begin	End
Total Return		0.79
Price Return		1.36
Income Return		-0.57
Mkt Val (\$000)	57,011	57,461
Eff Dur	1.12	1.05
Avg Life	0.91	1.33



## Custom Curve Scenario

	Begin	End	Change (bps)
6 Month	1.81	1.96	15
1 Year	1.74	1.84	10
2 Year	1.62	1.72	10
3 Year	1.56	1.71	15
5 Year	1.55	1.45	-10
7 Year	1.61	1.41	-20
10 Year	1.67	1.17	-50
20 Year	1.94	1.57	-37
30 Year	2.11	1.68	-43

	Begin	End
Total Return		1.54
Price Return		-0.05
Income Return		1.59
Mkt Val (\$000)	57,011	57,889
Eff Dur	1.12	0.29
Avg Life	0.91	0.37



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## STAFF REPORT

**ITEM NO. 14.A.**

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**DATE:** November 11, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, INTERIM CITY MANAGER  
**PREPARED BY:** ROBERT DALQUEST, DEVELOPMENT SERVICES DIRECTOR  
LIZ CHAVEZ, DEVELOPMENT SERVICES MANAGER  
GIOVANNI ARELLANO, CONTRACT REHABILITATION PROGRAMS ADMINISTRATOR  
**SUBJECT:** ELIGIBILITY CONFIRMATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) EMERGENCY REPAIRS PROGRAM PARTICIPANTS AND GRANT FUNDING AWARD

---

### RECOMMENDED ACTION

It is recommended that the City Council confirm eligibility and grant funding for two (2) Emergency Repairs Program ("ERP" or "Program") projects.

### GOAL STATEMENT

The proposed action supports the City's goal to promote the development and implementation of housing projects to increase, improve or provide/preserve affordable housing and prevent homelessness within the City for persons or families of low- to moderate-incomes.

### BACKGROUND

The City administers the U.S Department of Housing and Urban Development's ("HUD") Community Development Block Grant ("CDBG") program. The Emergency Repairs Program (ERP) is funded by CDBG to assist low- to moderate-income homeowners who are at or below 80% of the Area Median Income for Riverside - San Bernadino County Metropolitan Area (as established by HUD) make needed rehabilitation repairs to their homes. The ERP funds an initial grant of up to \$10,000 for City approved housing rehabilitation property improvements that address health and safety concerns, code violations, ADA improvements, or other deferred property maintenance items. In cases where housing repairs exceed the maximum initial grant, the City has instituted a "matching grant" option; whereby, for every dollar provided by the applicant, the City matches additional ERP funding up to \$2,000.

**CDBG 2019 Income Limits**

Household Size	Maximum Household Gross Income (80% AMI)
1	\$40,250
2	\$46,000
3	\$51,750
4	\$57,450
5	\$62,050
6	\$66,650
7	\$71,250
8	\$75,850

Homes built before 1978 may contain lead-based paint and homes built before 1982 may contain asbestos construction materials. To comply with federal laws governing lead and asbestos, ERP policy provides that the cost to abate or mitigate any identifiable lead or asbestos hazard that would be disturbed by the proposed rehabilitation be paid by the program (in addition to the initial ERP grant). In this same fashion, ERP soft costs can be used to install low-flow toilets, smoke-carbon monoxide detectors, ground fault circuit interceptor outlets, and seismic water heater straps (code required items) as needed per project.

On May 13, 2019, Council directed Staff to revise the ERP program guidelines to provide for the Grant Review Committee (GRC), comprised of the City Manager, Development Services Director, and Acting Administrative Services Director to become the recommending body and the Upland City Council to become the acting body relative to all ERP grant applications final eligibility review and award. On June 24, 2019, Staff provided and Council approved the revised ERP guidelines. On October 23, 2019, Staff conducted an Open Government Workshop to discuss ERP eligibility requirements and other program parameters. Accordingly, the GRC met on November 04, 2019 and reviewed the following ERP applications to confirm program eligibility and recommend project funding to Council:

**Table 1 – ERP Projects Deemed Eligible and Recommended for Award**

<i>ERP Case No. &amp; Street Name</i>	<i>Structure Type</i>	<i>Housing Repairs</i>	<i>ERP CDBG Grant</i>	<i>Match CDBG Grant</i>	<i>Lead-Asbestos Costs</i>	<i>Code Items Cost</i>	<i>TOTAL CDBG FUNDING</i>
ERP 19-20-001 E. Foothill Blvd.	Mobilehome	HVAC Water Heater Level Coach	\$10,000	\$0.00	\$0.00	\$0.00	\$10,000.00
ERP 19-20-002 W. Arrow Hwy.	Mobilehome	HVAC Roof Landing	\$10,000	\$545	\$0.00	\$0.00	\$10,545.00
<b>TOTAL CDBG FUNDS:</b>							<b>\$20,545.00</b>

All federal grants awarded after December 26, 2016 are subject to the privacy requirements stipulated at 2 CFR 200 (2 CFR 200.337). As such, HUD has provided Staff with direction relative to protection of Personally Identifying Information (PII) especially for low- to moderate-income program beneficiaries. At HUD’s recommendation and to remain in compliance with federal requirements governing the CDBG program, Staff has assigned case numbers (coding method) to each CDBG recipient to ensure adequate security is afforded to an applicant’s data as required under federal regulations detailed at 24 CFR 570.508. Specific

applicant information relative to a recipient's PII and/or their household income discussed at the GRC is confidential and not for public review.

## **ISSUES/ANALYSIS**

The following summarizes the ERP eligibility requirements. Applicants are "eligible" to participate in this federally funded CDBG program if they meet all three (3) ERP eligibility requirements listed below.

### Eligibility Requirements:

1. ERP Applicant must be the current owner-occupant of the property to be rehabilitated
2. ERP Applicant's property to be assisted must be within the incorporated Upland city limits
3. ERP Applicant's household gross annual income cannot exceed 80% of the AMI for the Riverside-San Bernardino Metropolitan Area

### Eligible Structures:

1. Single-family homes (including townhomes, condominiums) and manufactured and/or mobile homes

### Eligible Property Repairs:

1. Any needed and verified property improvement that meets the definition/conditions of substandard housing, health and safety or code, damaged, deteriorated, deferred maintenance and/or have less than a five (5) year useful product life remaining (typical rehabilitation improvements may include but are not limited to roofs, windows, doors, hvac, plumbing, electrical, flooring, painting, insulation, cabinets, etc.)

## **FISCAL IMPACTS**

This current request will utilize \$20,545.00 of CDBG funding which is already appropriated in the current operating budget.

The City will be reimbursed for administrative costs by the CDBG program grant up to 23% for all approved and completed projects.

## **ALTERNATIVES**

Provide alternative direction to staff.

## **ATTACHMENTS:**

No Attachments Available