



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street  
Oroville, CA. 95965

**January 28, 2020  
SPECIAL MEETING  
OPEN SESSION 5:00 PM  
AGENDA**

### **CALL TO ORDER / ROLL CALL**

Council Members: David Pittman, Eric Smith, Linda Draper, Art Hatley, Janet Goodson, Vice Mayor Scott Thomson, Mayor Chuck Reynolds

### **OPEN SESSION**

1. Pledge of Allegiance
2. Adoption of Agenda

### **CONSENT CALENDAR**

[The council may approve consent calendar items 1 – 3 as one action.](#)

**1. CONSIDER AND ADOPT THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE FIGHTER'S ASSOCIATION**

The City Council will consider and adopt the new amended and restated Memorandum of Understanding between the City of Oroville and the Oroville Fire Fighter's Association (OFFA).

#### **RECOMMENDATION**

**Adopt Resolution No. 8835** - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE FIGHTER'S ASSOCIATION – (Agreement No. 1436-13).

**2. EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DAWN NEVERS**

The Council will consider an employment agreement between the City of Oroville and Dawn Nevers for the position of Assistant Community Development Director for the City of Oroville.

#### **RECOMMENDATION**

**Adopt Resolution No. 8834** - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DAWN NEVERS TO SERVE AS ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR – (Agreement No. 3299).

### **3. EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND LEONARDO DEPAOLA**

The Council will consider an employment agreement between the City of Oroville and Leonardo Depaola for the position of Assistant City Administrator – Community Development Department for the City of Oroville.

#### **RECOMMENDATION**

**Adopt Resolution No. 8833** - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND LEONARDO DEPAOLA TO SERVE AS ASSISTANT CITY ADMINISTRATOR – COMMUNITY DEVELOPMENT DEPARTMENT – (Agreement No. 3298).

## **REGULAR BUSINESS**

### **4. WARMING CENTER OPERATIONS GUIDELINES**

The Council will provide staff with direction regarding the operational hours and guidelines for opening a warming center.

#### **RECOMMENDATION**

Provide staff direction as to guidelines such as temperature or other combinations of weather events, to determine when the City will financially contribute to warming center.

## **ADJOURNMENT**

Adjourn to Tuesday, February 4, 2020 at 5:00 P.M. in the Oroville City Council Chambers

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

*Recordings* - All meetings are recorded and broadcast live on [cityoforoville.org](http://cityoforoville.org) and YouTube.



## CITY OF OROVILLE STAFF REPORT

**TO: OROVILLE CITY COUNCIL**

**FROM: LIZ EHRENSTROM, HUMAN RESOURCE MANAGER**

**RE: CONSIDER AND ADOPT THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE FIGHTER’S ASSOCIATION**

**DATE: JANUARY 28, 2020**

### SUMMARY

The City Council will consider and adopt the new amended and restated Memorandum of Understanding between the City of Oroville and the Oroville Fire Fighter’s Association (OFFA).

### DISCUSSION

City staff has been meeting with the Oroville Fire Fighter’s Association (OFFA) for a successor Memorandum of Understanding and have come to an agreement. Highlights of the agreement include 4% reduction of employer cost sharing upon ratification and another 4% reduction July 1, 2020 for a 2-year term ending June 30, 2021. OFFA agreed to a 14-day payroll schedule and 2<sup>nd</sup> tier benefits that are consistent with other Associations. Staff is recommending adoption of this Memorandum.

### FISCAL IMPACT

### RECOMMENDATION

**Adopt Resolution No. 8835** - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE FIGHTER’S ASSOCIATION – (Agreement No. 1436-13).

### ATTACHMENTS

Resolution No. 8835  
Agreement 1436-13

**CITY OF OROVILLE  
RESOLUTION NO. 8835**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE FIGHTERS' ASSOCIATION**

**(Agreement No. 1436-13)**

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

1. The Mayor is hereby authorized and directed to execute an Amended and Restated Memorandum of Understanding between the City of Oroville and the Oroville Fire Fighter's Association. A copy is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on January 28, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Charles Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Bill LaGrone, City Clerk

**AMENDED AND RESTATED  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF OROVILLE  
AND THE  
OROVILLE FIREFIGHTERS ASSOCIATION, LOCAL 2404  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**



This Amended and restated Memorandum of Understanding, hereinafter referred to as the "Memorandum," was approved by City Council Resolution No. ~~8661~~ 8835 adopted at its Regular Meeting of ~~November 7, 2017~~ January 28, 2020.

TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE 2 - SCOPE OF AGREEMENT .....	3
ARTICLE 3 - PERSONNEL RULES AND REGULATIONS .....	3
ARTICLE 4 - MANAGEMENT RIGHTS .....	3
ARTICLE 5 - PAYROLL DEDUCTIONS.....	4
ARTICLE 6 - SALARY.....	4
ARTICLE 7 - OVERTIME.....	5
ARTICLE 8 - COMPENSATORY TIME OFF (CTO) .....	5
ARTICLE 9 - LONGEVITY PAY .....	6
ARTICLE 10 - UNIFORM ALLOWANCE.....	6
ARTICLE 11 - OUT OF CLASS PAY.....	6
ARTICLE 12 - CALL-BACK PAY .....	<u>76</u>
ARTICLE 13 - HEALTH BENEFITS .....	<u>76</u>
ARTICLE 14 - DEFERRED COMPENSATION.....	<u>87</u>
ARTICLE 15 - RETIREMENT .....	<u>97</u>
ARTICLE 16 - WORK SCHEDULE.....	<u>119</u>
ARTICLE 17 - STAFFING LEVELS.....	<u>1110</u>
ARTICLE 18 - PHYSICAL TRAINING TIME.....	<u>1244</u>
ARTICLE 19 - HOLIDAY PAY .....	<u>1244</u>
ARTICLE 20 - VACATION POLICY.....	<u>1344</u>
ARTICLE 21 - SICK LEAVE .....	<u>1342</u>
ARTICLE 22 - BEREAVEMENT LEAVE .....	<u>1543</u>
ARTICLE 23 - MATERNITY LEAVE.....	<u>1543</u>
ARTICLE 24 - MILITARY LEAVE.....	<u>1544</u>
ARTICLE 25 - UNPAID LEAVE.....	<u>1544</u>
ARTICLE 26 - JURY DUTY .....	<u>1644</u>
ARTICLE 27 - EDUCATION REIMBURSEMENT.....	<u>1644</u>
ARTICLE 28 - PROBATION .....	<u>1745</u>
ARTICLE 29 - SENIORITY .....	<u>1846</u>
ARTICLE 30 - LAYOFF AND REEMPLOYMENT .....	<u>1846</u>
ARTICLE 31 - LAYOFF PROCEDURES.....	17
ARTICLE 32 - LIGHT DUTY .....	<u>1947</u>
ARTICLE 33 - DISCIPLINE .....	<u>1947</u>
ARTICLE 34 - GRIEVANCE AND ARBITRATION PROCEDURE .....	<u>2049</u>
ARTICLE 35 - RANDOM DRUG AND ALCOHOL TESTING .....	<u>2324</u>
ARTICLE 36 - FIREFIGHTER CODE OF ETHICS .....	<u>2322</u>
ARTICLE 37 - PERSONNEL FILE.....	<u>2422</u>
ARTICLE 38 - BULLETIN BOARD.....	<u>2422</u>
ARTICLE 39 - PEACEFUL PERFORMANCE .....	<u>2422</u>
ARTICLE 40 - SAVINGS CLAUSE.....	<u>2423</u>
ARTICLE 41 - ZIPPER CLAUSE .....	<u>2523</u>
ARTICLE 42 - TERM AND OPENING CLAUSE.....	<u>2523</u>
1 <sup>ST</sup> TIER SALARY SCHEDULE EXHIBIT "A".....	
2 <sup>ND</sup> TIER SALARY SCHEDULE EXHIBIT "B" .....	
FIREFIGHTER CODE OF ETHICS EXHIBIT "C".....	

**ARTICLE 1 - ~~AGENCY SHOP~~ RECOGNITION OF THE OROVILLE FIRE FIGHTER'S ASSOCIATION**

~~The Oroville Firefighters Association (OFFA) has been declared an agency shop in accordance with Government Code Section 3502. Designation of an agency shop requires all employees in the bargaining unit to either join the recognized association, pay a service fee as determined by the association, or meet the religious objection requirement per Government Code Section 3502.5 (c).~~

Pursuant to Government Code Sections 3507.1, the City of Oroville recognizes the Oroville Fire Fighter's Association (OFFA) as the exclusive representative of the Oroville Fire Department.

The Oroville Firefighters Association (OFFA) represents the following classifications:

- Fire Captain
- Fire Lieutenant
- Fire Engineer
- Firefighter

**ARTICLE 2 - SCOPE OF AGREEMENT**

This agreement covers the wages, hours, terms, and conditions of employment for the term of the agreement for those employees represented by the OFFA.

**ARTICLE 3 - PERSONNEL RULES AND REGULATIONS**

Changes to the City's Personnel Rules & Regulations, policies and Department Policies shall require a meet and confer with the OFFA prior to implementation.

**ARTICLE 4 - MANAGEMENT RIGHTS**

The City retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Memorandum, except as expressly limited by a specific provision of this Memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City enumerated herein, include, but are not limited to, the requirements of this Memorandum and/or any provision of law whether it be statutory or judicial:

- To manage and direct its business and personnel
- To manage, control, and determine the mission of its departments, building facilities, and operations
- To create, change, combine or abolish jobs, departments and facilities in whole or in part
- To subcontract or discontinue work for economic or operational reasons; to direct the work force
- To increase or decrease the work force and determine the number of members needed
- To hire, transfer, promote and maintain the discipline and efficiency of its members to establish work standards, schedules of operation and reasonable workload
- To specify or assign work requirements and require overtime
- To schedule working hours and shifts

- To adopt rules of conduct and penalties for violation thereof
- To determine the type and scope of work to be performed and the services to be provided
- To determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency

Nothing in this Section shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any regulating, authorizing or empowering the City to act or refrain from acting.

**ARTICLE 5 - PAYROLL DEDUCTIONS**

**PAYROLL DEDUCTIONS** - The City shall deduct an authorized amount from each employee’s paycheck to be remitted to OFFA. The OFFA shall indemnify and hold the City harmless against all claims against the City as a result of implementation of this article.

**ARTICLE 6 - SALARY**

**6.1 SALARY SCHEDULE** - The 1<sup>st</sup> Tier salary schedule for the OFFA is attached as Exhibit “A”. The 2<sup>nd</sup> tier salary schedule is attached as Exhibit “B”

**6.2 SALARY STEPS** - There shall be 5% between salary steps for Tier 1 and 2.5% between salary steps for Tier 2. Eligibility for advancement to Step F, for Tier 1 employees only, includes two (2) years in Step E within their current classification.

Second-Tier salary schedule for all new hires: (i.e. employees hired on or after October 1, 2017) Implement thirteen 2.5% steps between the current salary range bottom step and top step.

~~6.3 If the annual audited fiscal year core revenue is 10% below the prior fiscal years core revenues then the City may reopen on salary section 6.1 and 6.2.~~

Formatted: Indent: Left: 0", First line: 0"

~~If the annual audited fiscal year core revenue is greater than 5% above the prior fiscal years core revenues, then the OFFA may reopen on salary section 6.1 and 6.2.~~

Formatted: Indent: Left: 0"

~~If the annual audited fiscal year core revenues is 7% above the prior fiscal years core revenues then each classification shall receive a 2% COLA.~~

Formatted: Left, Indent: Left: 0"

**6.3 Effective January 31, 2020, all OFFA members shall convert to a 14-day pay cycle and shall be paid bi-weekly with all other City employees. Members will continue to receive 112 hours per pay period and will include vacation, holiday pay and CTO as time worked.**

**6.4 COMPENSATION SURVEY** - Compensation studies shall include the following agencies:

- |              |            |
|--------------|------------|
| 1. Roseville | 3. Chico   |
| 2. Folsom    | 4. Redding |



- 5. Rocklin
- 6. Yuba City
- 7. S. Lake Tahoe
- 8. Woodland
- 9. Grass Valley
- 10. Red Bluff
- 11. Sutter County

The City of Oroville agrees to complete a joint compensation survey with the OFFA annually in August, to keep the City aware of current salary trends. The compensation survey shall include top step salary, maximum PERS-able benefits, employee “pick-up” and maximum health benefit contributions.

**6.5 SALARY INCREASES** - Bargaining unit members will receive the following salary increases: There shall be no salary increases during the term of this MOU.

~~2% effective October 1, 2014~~

~~2% effective July 1, 2015~~

~~2% effective June 30, 2016~~

**6.6 ADDITIONAL SALARY STEP** – The City will add an additional salary step (G Step) at five percent (5%) above the current top step F, effective January 1, 2015, which will be immediately available on to those bargaining unit employees at Step F for at least the preceding twenty-four (24) months. All other employees will be eligible to move to step G in accordance with existing City policies and procedures pertaining to salary step advancement.

6.7 Upon ratification of this MOU, members shall receive a one-time 2% lump sum for the period of January 1, 2019 through December 31, 2019.

**ARTICLE 7 - OVERTIME**

**7.1 OVERTIME** - Employees required to work in excess of one hundred and ~~six ninety-two (19206)~~ hours within the ~~twentyfourteen day-four (214)~~ calendar-payday cycle shall receive one and one-half (1 ½) time their regular rate of pay. In computing hours worked in any ~~214~~-day cycle, time off duty for holidays, vacations, and compensatory time off shall be calculated as time worked.

**ARTICLE 8 - COMPENSATORY TIME OFF (CTO)**

**8.1 COMPENSATORY TIME OFF (CTO)** - Employees may accrue CTO in lieu of overtime pay. The accrual rate for CTO shall be one and one-half hours for each hour of overtime worked.

a) No more than 240 hours of CTO may be banked.

b) Employee's hired after the date of ratification of this MOU will have a CTO bank accrual maximum of 144 hours.

- ~~cb~~) An employee’s decision to elect CTO instead of overtime is irrevocable.
- ~~de~~) Employees may cash out their CTO with two weeks written notice; however, CTO shall be cashed out to a zero balance on the first payday in March and December of each calendar year.
- ~~ed~~) Upon separation, the employee will be paid at the employee’s current hourly rate of pay for their CTO bank balance.
- ~~fe~~) An employee must give 48 hours’ notice before using CTO.

An employee may request the use of CTO, which shall be granted when the fire department’s scheduled shifts meet current minimum staffing without paying non-emergency overtime.

When an employee is assigned to work overtime, that employee will not take CTO in lieu of working that assigned overtime shift. The employee will either work that shift or find a suitable employee to fill their place.

**ARTICLE 9 - LONGEVITY PAY**

- 9. The City shall provide the following longevity pay annually each December as follows:

<u>Years</u>	<u>Award</u>
15-19 Years	\$150.00
20 Years or More	\$300.00

The City Council shall decide on the timing and manner for the award presentation.

**ARTICLE 10 - UNIFORM ALLOWANCE**

- 10.1 **UNIFORM ALLOWANCE** – Upon hire each employee covered by this Memorandum shall receive an initial clothing allowance of seven hundred fifty dollars (\$750) on their first paycheck and then will begin receiving a ~~monthly bi-weekly~~ allowance of ~~\$62.50 \$31.25, based on 24 pay periods,~~ at the start of the second year. Current employees shall receive a ~~monthly bi-weekly~~ uniform allowance of ~~\$62.50 \$31.25, based on 24 pay periods,~~ beginning with pay date February 14, 2020. January 1, 2014.

- 10.2 The City agrees to pay the initial cost of any ordered uniform article change.
- 10.3 The City agrees to replace any part of the work uniform damaged in the line of duty and not attributable to normal wear and tear. Such damage shall be reported to the Fire Chief or designee.

**ARTICLE 11 - OUT OF CLASS PAY**

- 11.1 **OUT OF CLASS PAY** - When an employee works in a higher classification, the employee shall receive an additional 5% above their normal rate of pay for all hours

worked in such classification.

**ARTICLE 12 - CALL-BACK PAY**

**12.1** In the event of a call-back or return to duty, an employee shall receive a minimum of four (4) hours, paid at one and a half times the regular rate of pay. The employee will be held on duty only for the duration of the emergency. If the time worked exceeds four (4) hours, then the employee shall receive pay for the time worked at the appropriate rate of pay, calculated to the nearest thirty (30) minutes.

**ARTICLE 13 - HEALTH BENEFITS**

**13.1** The City agrees to continue to provide insurance benefits for members and their dependents who are otherwise qualified and who desire coverage of Health, Dental, Life, Vision, and Long-term Disability Insurance.

~~City agrees to contribute \$729.00 per month per employee towards health and dental insurance premiums. Effective January 1, 2015, the City will increase its current contribution toward medical insurance premiums for dependent coverage (employee plus one and full family) by \$75.00 per month.~~

Tier 1

~~The City currently contributes the following amounts towards medical insurance:~~

	<u>Gold PPO</u>	<u>HDHP-10%</u>	<u>Silver PPO</u>
<u>EE Only</u>	100%	100%	100%
<u>EE + 1</u>	\$831.40	\$804.92	\$778.46
<u>EE + Family</u>	\$910.50	\$876.10	\$841.68

~~The City currently contributes \$59.10 per month, per employee, for dental insurance.~~

~~The City currently contributes 100% per month, per employee, for vision insurance.~~

~~The City currently contributes 100% per month, per employee, for life and long-term disability insurance.~~

**Tier 2**

~~Health Insurance for represented employees hired by the City after January 28, 2020 - City contributions for Tier 2 employees shall be limited to the Silver PPO medical plan for employee, spouse and/or children at the contribution levels below. Employee only, can elect a different plan but will pay the difference. Employee may upgrade their family to a higher plan but will only receive the Silver PPO premium amount for employee only.~~

	<u>Gold PPO</u>	<u>HDHP-10%</u>	<u>Silver PPO</u>
<u>EE Only</u>	<u>Silver PPO Premium Rate for EE Only</u>		100%
<u>EE + 1</u>	\$0	\$0	\$853.45
<u>EE + Family</u>	\$0	\$0	\$1,006.68

**13.2 IRS 125** - The City shall provide a program qualified under Section 125 of the Internal Revenue Code.

**13.3 RETIREE MEDICAL** - Any employee who has 5 years of service or more, upon ratification of this MOU, and regularly retires from City service may convert 100% of their accumulated sick leave to purchase medical insurance, based upon such leave dollar value at the time of retirement. Any employee who has less than 5 years of service, upon ratification of this MOU, and regularly retires from City service may convert up to 240 hours of their accumulated sick leave to purchase medical insurance, based upon such leave dollar value at the time of retirement. Those employees hired after ratification of this MOU shall not be eligible to convert their accumulated sick leave for retiree medical. All OFFA members shall be eligible to convert their unused sick leave to CalPERS service credit if they regularly retire from City service, but cannot use it for both. The City agrees to allow retirees to move on or off the City's medical insurance if carrier allows for such action.

**13.4 HEALTH INSURANCE REVIEW COMMITTEE** - The purpose of the Committee is on-going review of health, dental, vision plans, and the making of recommendations to the City Council, City Administrator and the respective employee group regarding benefit level, services, cost, and alternative plans. Committee members shall establish guidelines for conducting meetings and their frequency. Employees shall not be charged vacation or other leave time if such meetings are held during the member's normal work hours, nor shall such members receive overtime or call-back pay for service on the Committee. Up to two members from each Association may attend the meetings.

The Committee shall have access to information as necessary to carry out its purpose.

**13.5 APPROVAL OF FUTURE PLAN CHANGES** - Both the City and the OFFA will have the opportunity to present proposals on insurance plans and rates. Notwithstanding any provision of this subsection to the contrary, the City agrees that future changes in the health and dental insurance plan benefits or structure shall be approved by a majority vote of members in all employee Associations (OCEA, OFFA, OPOA, and OMMA) and Unrepresented Employees. Each Association or unrepresented employee will vote and the majority results will be counted as that Associations choice to approve or disapprove the proposed change in health plan(s).

**ARTICLE 14 - DEFERRED COMPENSATION**

**14.1 DEFERRED COMPENSATION** - The City shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan without an employer contribution.

**ARTICLE 15 - RETIREMENT**

**15.1** The City has contracted with the Public Employee Retirement System (PERS) to provide retirement benefits outlined and attached.

**15.2 PERS CONTRIBUTIONS:**

A. Classic: Classic Safety Members shall pay the nine percent (9%) CalPERS employee's contribution and an additional ~~eleven and four tenths seven and four tenths~~ percent of ~~(117.4%)~~ of PERSable compensation toward the CalPERS employer's contribution for a total of ~~twenty and four tenths 16.4~~ percent ~~(2016.4%)~~. The additional ~~117.4%~~ "cost sharing" contribution shall become effective as soon as administratively possible upon ratification of this MOU, on the first day of the first full pay period after October 1, 2017. Effective with pay period starting June 29, 2020 members will pay an additional three and four tenths percent (3.4%) of PERSable compensation towards the CalPERS employer's contribution for a total of twelve and four tenths percent (12.4%). This required cost sharing shall initially be made pursuant to Government Code Section 20516 (f). As soon as administratively feasible, the City shall amend its contract with CalPERS to provide for the cost-sharing pursuant to Government Code Section 20516 (a). After the approval of the CalPERS contract amendment, employee contributions to the employer's portion will be credited to each employee's account under section 20516 (a). The City shall contact CalPERS to begin the contract amendment process ~~within 90 days immediately after~~ adoption by the City Council. The cost sharing shall continue beyond the expiration of the MOU and shall constitute the status quo for all purposes until changed by mutual agreement of the parties or as allowed by law.

B. PEPPRA: PEPPRA Fire Members shall pay the employee's fifty percent (50%) of CalPERS normal cost as determined annually by CalPERS plus an additional ~~eleven and four tenths seven and four tenths~~ percent ~~(117.4%)~~ of PERSable compensation toward the CalPERS employer's contribution for a total of 50% of normal cost plus an additional 7.4%. The additional ~~117.4%~~ "cost sharing" contribution shall become effective as soon as administratively possible upon ratification of this MOU, on the first day of the first full pay period after October 1, 2017. Effective with pay period starting June 29, 2020 members will pay an additional three and four tenths percent (3.4%) of PERSable compensation towards the CalPERS employer's contribution for a total of 50% of normal cost plus 3.4%. However, PEPPRA member contributions are limited to 50% of normal cost, plus an additional amount not to exceed 20.4%. This required cost sharing shall initially be made pursuant to Government Code Section 20516 (f). As soon as administratively feasible, the City shall amend its contract with CalPERS to provide for the cost-sharing pursuant to Government Code Section

20516 (a). After the approval of the CalPERS contract amendment, employee contributions to the employer's portion are credited to each employee's account as a normal contribution under section 20516 (a). The City shall contact CalPERS to begin the CalPERS contract amendment ~~immediately after within 90 days of~~ adoption by the City Council. The cost sharing shall continue beyond the expiration of the MOU and shall constitute the status quo for all purposes until changed by mutual agreement of the parties or as allowed by law.

~~1. Retroactivity:~~

~~a. For the period of August 14, 2017 to October 1, 2017, or the effective date of the required cost sharing described in paragraph 2 above if the cost sharing pursuant to Section 20516 (f) is implemented after October 1, 2017, each employee shall receive the equivalent of a 10% salary reduction. Employees may elect to utilize accrued vacation, comp time, holiday pay, and/or a base salary reduction to achieve the 10% salary reduction equivalent. If the employee fails to elect an alternate reduction procedure, the City shall reduce the base salary by 10% for this period.~~

**EPMC**

Effective upon ratification and approval of the MOU, and except as otherwise provided below, bargaining unit employees will pay 4% of the EPMC. Effective October 1, 2014, bargaining unit employees will pay an additional 2.5% of the EPMC, for a total of 6.5%. Effective July 1, 2015, bargaining unit employees will pay an additional 2.5% of the EPMC, for a total of 9%.

Payments shall be made pre-tax.

All OFFA bargaining unit members employed with the City prior to January 1, 2013 shall maintain their current CalPERS formula and retirement benefit calculations.

Notwithstanding the EPMC provisions stated above, effective January 1, 2013, and upon hire, all new OFFA bargaining unit members shall receive the 2.7% @ 57 formula and shall pay 50% of the normal benefit formula and contribution rate. "New members" shall be defined as an individual who becomes a member of a public employee retirement system for the first time on or after January 1, 2013, and who was not a member of another public employee retirement system prior to that date, and who is not subject to reciprocity with another public employee retirement system.

**15.3 PERS CONTRIBUTIONS AND PEPRA:** Notwithstanding the terms of this agreement, during the term of the MOU, the City reserves the right to reopen this Article (15 – Retirement), if the City's PERS Employer Contribution Cost rises above 29%.

**ARTICLE 16 - WORK SCHEDULE**

**16.1** For the term of the MOU, the City agrees to maintain the current 48/96 work schedule, with the understanding that bargaining unit employees are required to provide a physician’s note any time the employee calls in sick for one full shift ( A full shift is defined as 48 consecutive hours at work.).

By agreeing to continue the 48/96 work schedule for the term of the MOU, the City expressly reserves the right to evaluate the efficiencies and cost of the 48/96 work schedule one year from the date the City Council approves and adopts the successor MOU. To the extent this evaluation leads the City to propose any changes to the 48/96 schedule, the parties agree to meet and confer as required by State law before any changes are implemented. The parties further expressly agree that should the meet and confer process called for under this paragraph lead to an impasse, the factfinding procedures established under California Government Code section 3500 et. seq. rather than the City’s interest arbitration procedures under City Resolution 6040 shall apply. The parties further expressly agree that should factfinding be invoked, they will split the cost of the factfinding panel.

~~Holding for further discussion: The parties agree to meet and confer within the first 60 days after the MOU is ratified by City Council on moving to an alternative pay cycle, including the option of a 14-day pay cycle. Moving to an alternative pay cycle will only occur if there is mutual agreement between the parties.~~

**16.2 SHIFT AND STATION SELECTION PROCEDURE** - Shift and station shall be selected in order of classification seniority.

**16.2.1 PROCEDURES:**

1. The shift request will occur each year in October, prior to vacation selections.
2. Captains request first based on seniority.
3. Engineers request second based on seniority.
4. Firemen request last based on seniority.
5. The Chief reserves the right to deviate from this policy for the proper operation of the Department.

**ARTICLE 17 - STAFFING LEVELS**

The City shall maintain a minimum staffing level of three personnel (line staff) on duty.

Inclusion of this policy in this Memorandum of Understanding in no way effects the City’s rights as delineated in Article 4 of this contract.

In the interest of Health and Safety of OFFA employees assigned for extended periods to emergency incidents, the department authorizes the use of motels and other comparable

---

OFFA	
MOU	1
1	

facilities for sleeping and freshening up. The use of these facilities will be administered in accordance with department policy found in the Oroville Fire Department Policy and Procedures manual, Policy 1504.

Immediately following ratification and adoption of a successor labor agreement, the parties agree to meet and confer to discuss a change in staffing and acting assignment practices for the Fire Department. Specifically, in order to address and change the current Acting Pay practice in the Department, the City will propose committing to a daily staffing level of five employees per shift, made up of one captain, one lieutenant, two engineers and one fire fighter. Minimum staffing will remain at three and the Department will be obligated to have at least one officer- captain or lieutenant – on duty for each shift.

This agreement to meet and confer over changes to staffing and acting pay practices is made with the understanding that should the parties' discussions not result in an agreement, the City may proceed with implementation of its proposed changes without having to go through impasse resolution proceedings, and more specifically, interest arbitration.

**ARTICLE 18 - PHYSICAL TRAINING TIME**

**18.1 PHYSICAL TRAINING TIME** - Each employee will have ninety (90) minutes of physical training per day. Time of day shall be determined by the Captain and/or Battalion Chief. The physical training time and dress time shall not interfere with emergency operations.

**ARTICLE 19 - HOLIDAY PAY**

Each employee shall be credited for each holiday by eleven and two-tenths (11.2) hours of straight time pay.

- 19.1** The following holidays shall be observed by the City:
- (1) New Year's Day, January 1
  - (2) Martin Luther King Day, January
  - (3) Lincoln's Birthday, February 12
  - (4) President's Day, 3rd Monday in February
  - (5) Memorial Day, last Monday in May
  - (6) Independence Day, July 4
  - (7) Labor Day, the 1st Monday in September
  - (8) Veteran's Day, November 11
  - (9) Thanksgiving Day, 4th Thursday in November
  - (10) The day after Thanksgiving
  - (11) The day before Christmas



(12) Christmas Day, December 25

**ARTICLE 20 - VACATION POLICY**

**20.1 VACATION ACCURAL** - Every employee who, on the most recent anniversary date of employment shall be entitled to vacation as follows:

- 1 through 4 years                    120 hours
- 5 through 11 years                168 hours
- 11.2 hours for each additional year to a maximum of 224 hours

**20.2 VACATION CARRYOVER** - The employee shall cease to earn vacation benefits that exceed two (2) times the employee’s annual earned vacation. Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive, as herein provided.

An employee who has properly attempted to schedule vacation to avoid forfeiture that may be imposed due to accrual ceiling may petition the Fire Chief and City Administrator to carry over vacation in excess of the ceiling, but in no case shall the excess be subject to pay-off. The Fire Chief has the prerogative to assign the employee time off to avoid excess accrual. No unit employee will lose vacation accrual rights if their vacation is canceled or is denied and, at the time said vacation was requested, an appropriate "vacation slot" was available and was applied for in a timely and proper manner. The employee's payroll check from the City shall serve as notification of the employee vacation accrual.

**20.3** An employee who during an anniversary year is on leave of absence without pay for a period exceeding thirty (30) consecutive days shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. An employee whose employment is terminated prior to the completion of the anniversary year shall be entitled to prorated vacation.

Vacation shall be prorated by dividing the straight time hours actually worked by 242.66, and then multiplying that factor by 1/12, the vacation the employee would have earned had the anniversary year been fully worked.

**20.4 VACATION SIGNUP** - Vacation signup will be based on Department Seniority. Vacation signup shall be on an annual basis beginning in November to be concluded by December; vacation requested after November shall be granted on a first come first serve basis.

**ARTICLE 21 - SICK LEAVE**

**21.1** Sick leave is a privilege, which can be allowed only in case of actual sickness or injury of such employee or of the immediate family of an employee, which compels

an employee to be absent from work. To qualify for sick leave, an employee must notify their supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the City.

- 21.2 An employee may be allowed a leave of absence from duty without loss of salary because of sickness or injury. Sick leave with pay is cumulative at the rate of eleven and two-tenths (11.2) hours for each month of service beginning the first calendar month following regular probationary employment.
- 21.3 An employee shall not be required to use any Sick Leave for medical and/or dental appointment(s) but may use accumulated Vacation time or compensating time off in lieu thereof.
- 21.4 Sick leave shall not be granted to any employee who is absent from duty due to illness or injury incurred while working for other than the City of Oroville.
- 21.5 Sick leave shall not be earned during a leave of absence without pay in excess of thirty (30) days.
- 21.6 Employees shall accumulate unused sick leave without limitation.
- 21.7 **PHYSICIAN'S VERIFICATION OF ILLNESS** - Any employee who is absent on sick leave for three consecutive work days or more shall, at the request of the City, prior to returning to duty, provide the City with a physician's statement verifying that the employee was examined during the absence and found.
  - 1) To be ill or injured to such an extent that the employee should remain absent from work during the period of absenteeism.
  - 2) To be medically ready to return to full active employment status upon the date the employee returns.
- 21.8 **SICK LEAVE INCENTIVE** - If an employee works without using sick leave during the months of January 1 through June 30, or July 1 through December 31 the City shall grant twelve (12) hours of additional vacation pay for each period. Employees hired after the ratification of this MOU are ineligible for Sick Leave Incentive.
- 21.9 **PERSONAL NECESSITY LEAVE** - Subject to the same requirements of advance notice and approval, an employee may be granted a maximum of one shift (24 hours) leave of absence in any calendar year without loss of pay in cases of personal necessity. Such leaves shall be deducted from the member's accumulated sick leave. Personal necessity includes matter related to an accident involving the member's person or property; appearance in court as a litigant or witness under official order. This leave specifically does not include any recreational use or any use related to present or prospective employment.
- 21.10 **ABUSE OF SICK LEAVE** - At any time management has reason to suspect abuse of sick leave, the supervisor may notify the employee in writing that for any future

absence for illness or injury the employee shall be required to provide the City with a physician's statement verifying that the employee was examined and found to be ill or injured to such an extent that the employee should remain absent from work.

**ARTICLE 22 - BEREAVEMENT LEAVE**

**22.1 BEREAVEMENT LEAVE** - Employees who have completed six (6) months of service are entitled to receive up to one hundred and twenty hours (120) of bereavement leave per occurrence, which shall not be charged to the member's sick leave when compelled to be absent from duty by reason of death, or where death appears imminent, of immediate family. An employee desiring such leave shall notify, in writing, the Fire Chief of the time of absence expected and the date of return to City service.

For the purpose of this article, an immediate family member is defined as spouse, natural, step or legal child, or parent, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law, or registered domestic partner.

**ARTICLE 23 - MATERNITY LEAVE**

**23.1 MATERNITY LEAVE** - Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government code 19991.6.

**ARTICLE 24 - MILITARY LEAVE**

**24.1 MILITARY LEAVE** - Military leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give the City Administrator as much notice as possible prior to taking leave.

**ARTICLE 25 - UNPAID LEAVE**

**25.1 UNPAID LEAVE** - Regular or probationary employees may request, in writing, leave without pay. Response to such request shall be in writing. The Fire Chief may grant a leave of absence without pay for a period not to exceed three (3) months. The leave of absence may be extended up to twelve (12) months by the City Administrator. Leaves of absence longer than twelve (12) months shall require approved by the City Council. Upon expiration of a regularly approved leave or within a reasonable period after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration shall be deemed to be a resignation and be so notified.

If the approved leave of absence is more than thirty (30) days, the employee:

- A. Shall not accrue seniority.
- B. Shall not receive contributions towards any benefits.

**ARTICLE 26 - JURY DUTY**

**26.1 JURY DUTY** - Every employee who is called or required to serve, as a trial juror shall, upon notification and appropriate verification submitted to their supervisor, be entitled to be absent from their duties with the City during the period of such service or while necessarily being present in court because of such call. No deduction shall be made from the salary of an employee while being interviewed for or while serving on a trial jury.

**ARTICLE 27 - EDUCATION REIMBURSEMENT**

~~**27.1 EDUCATION REIMBURSEMENT** - Each employee shall have available for their use \$100.00 annual reimbursement to pay for registration, tuition, and materials required by their elective course, workshop, or seminar, based on the calendar year. Reimbursement will require successful completion, obtaining a "C" or better or a "PASS" grade for Pass/Fail courses. Documentation to this effect must be present. Elective courses shall conform to the definition of "Fire Department Related." Departmentally assigned courses shall not be deducted from the member's \$100.00 allocation.~~

~~**27.21 COMPENSATORY TIME FOR EDUCATION (CTO-T)-TRAINING-** Compensatory Time shall be granted to members for off duty training ~~elective course work at the rate of one and one-half (1 ½) times the hourly on an hour for hour basis at their regular rate of pay, to the maximum of 120 hours per year to be added to their regular CTO bank, with an accrual ceiling of 240 hours. In the event the 120 hours per year and/or the 240-accrual ceiling has reached its maximum, members will be then be paid for each hour at their regular rate of pay at the rate of one and one-half (1 ½) times the hourly rate of pay for all hours worked over the cap. Elective courses are any courses-~~T~~the employee ~~can~~ **must** demonstrate that the training are is directly related to the job performed and/or increasing department activities or capabilities; and require prior approval by management the department head and review for job-relatedness. Compensatory time off ~~ion~~ will only be given for time spent in actual training or classroom setting.~~~~

~~**Accrual of Education Earned Comp Time:** Compensatory time earned through the attendance of an elective course shall be held in a separate comp time account to be designated by CTO-T, to be used in TIME OFF ONLY. Note: employee leaving the Department may NOT cash in unused balance of CTO-T. Exception: Upon retirement.~~

~~Compensatory time earned through course or training attendance at the request of the Department resulting in an overtime situation by analogy to Article 7.1 shall be credited by the rate one and one-half (1 ½). Such compensatory time shall be taken as time off only, but subject to payoff upon retirement. However, in the event the 120 hours per year or the 240 accrual ceiling has reached its maximum, members will then be paid at the rate of one and one-half (1 ½) times the hourly rate of pay for all hours worked over the caps. Exception: HAZ-MAT Team personnel have the option for pay on required Department HAZ-MAT Team monthly meetings.~~

**27.32 EDUCATION INCENTIVE PAY:**

Effective July 1, 2014, bargaining unit employees become eligible for the following incentive pays: (Actual payment begins the pay period following the employee establishing the minimum requirements specified below:

Education Pay:

- 60 Units/AA/AS- \$125.00 per month.
- BA/BS - \$250.00 per month.

**ARTICLE 28 - PROBATION**

- 28.1** All new hire appointments to positions in the OFFA shall be subject to a probationary period of 18 months of service, and serves at the will of the City. All promotional appointments to positions in the OFFA shall be subject to a probationary period of 6 months of service, and shall have no right to appeal failure of a promotional probation. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work for securing the most effective adjustment of an employee to their new duties, assignments and responsibilities in the new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed unsatisfactory, the employee shall be notified that they have not satisfactorily completed probation.
- 28.2** During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:
  - 1) The use of the Grievance Procedure to grieve termination.
  - 2) The City may agree to extend the probationary period for not more than 6 months and will notice the employee in writing of their intent to extend probation

and the date in which the probation period ends. The OFFA shall be notified of all probation extensions.

3) Probation may be extended for the same time as any leaves of absence.

**28.3** In the event an employee is promoted and is rejected, they shall be reinstated to the position that they previously held at the time of promotion.

**ARTICLE 29 - SENIORITY**

**29.1 OVERALL SENIORITY** - "Overall Seniority" for the purposes of vacation accrual shall be computed based on total uninterrupted length of continuous service with the City.

**29.2 CLASSIFICATION SENIORITY** - "Classification Seniority" is defined as the total time served in the classification or higher classification within the department.

**29.3 TIES IN SENIORITY** - Whenever two or more employees have the same seniority date, the order of seniority shall be determined by the employee's ranking upon hire or appointment to the classification.

**29.4 SENIORITY LIST** - The Department shall provide a seniority list to the OFFA annually in July. The list shall include the employees' name, overall seniority date with the City, current classification seniority date.

**ARTICLE 30 - LAYOFF AND REEMPLOYMENT**

**30.1 LAYOFF** - Employees shall be subject to layoff for lack of work and/or lack of funds as determined by the council. A layoff, for purposes of this Article, shall be considered an involuntary separation of an employee because of lack of work and/or lack of funds.

**30.2 NOTIFICATION OF LAYOFFS**

**30.3.1 NOTICE LETTERS** - As soon as the Council determines that a reasonable basis exists to believe that there will be a layoff, as defined in Section 6.1 above, the City will notify the OFFA by letter, along with information concerning the specific positions that may be eliminated or reduced. The City will send a second letter to the OFFA as soon as the City decides to recommend to the Council that a layoff occur.

**30.3.2 MEET AND CONFER** - As soon as possible following the sending of either letter, the City and the OFFA will meet and confer to discuss the impact of layoffs.

**ARTICLE 31 - LAYOFF PROCEDURE**

OFFA  
MOU  
8

1

**31.1 ORDER OF LAYOFF** - Whenever an employee is laid off, the order of layoff within the classification shall be the employee employed the shortest time in the classification plus higher classification within the department.

**31.2 BUMPING RIGHTS** - An employee who is laid off from a higher classification within the department shall have return rights to a previously held classification within the bargaining unit.

**ARTICLE 32 - LIGHT DUTY**

**32.1 LIGHT DUTY** - Employees unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and employee have determined as an acceptable assignment, and shall not impede the employee's recovery. The employee shall receive the rate of pay in effect prior to the illness or injury. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled employee. The City may require the approval of a physician prior to making an assignment under the provision. Employee will be assigned to a 40-hour workweek during the Light Duty assignment.

**ARTICLE 33 - DISCIPLINE**

**33.1 Discipline** - The City may discharge, demote or suspend any employee who has completed the specified probationary period for cause, including, but not limited to: dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or failure to comply with the City's reasonable rules regarding safety, conduct and operations, or any conduct related to employment which impairs, disrupts, or causes discredit to the employee's employment to the City. In the event an employee feels the discharge or suspension is not for cause, the OFFA shall have the right to appeal the case through the Grievance Procedure. Probationary employees may be discharged for any reason, which, in the sole opinion of the City, is just and sufficient and such discharge shall not be subject to appeal.

**33.2 Presumption of Delivery** - Any written notice shall be conclusively presumed delivered to the employee on the date the written notice is personally served on the member. In the event that any notice is sent to an employee by certified mail, return receipt requested the notice shall be conclusively presumed delivered to the employee on the date the receipt was signed. In the event the certified mail is refused, or in the event the employee is absent without leave and no person at the address to which the

certified mail is sent signs for such certified mail, then it shall be presumed that the notice was delivered as of the date the postal service returns the certified mail to the City.

**33.3 Departmental Action Prior to Imposition of Discipline** - Except in cases of an emergency, at least five (5) calendar days prior to the effective date of any disciplinary action against permanent employees, the Department Head shall give the employee written notice of the proposed disciplinary action, reasons for such action, a copy of the charges and material upon which the action is based, and the right to respond either orally or in writing, or both, to the Department Head proposing disciplinary action prior to the effective date of such disciplinary action.

**33.4 Notice of Disciplinary Action** - Whenever a disciplinary action is taken against an employee, the employee shall be notified in writing. Such notification shall include, but is not limited to:

- A. A statement of the disciplinary action to be taken against the employee,
- B. A summary of the facts upon which the disciplinary action is based,
- C. A statement advising the employee that written notice of the disciplinary action is to be placed in their official personnel file and that the employee has the right to appeal under the Grievance Procedure as set forth in this Memorandum.

The written notice of disciplinary action may be either personally served or mailed to the employee by certified mail, return receipt requested, and sent to the last known address, which the employee has furnished the City.

**33.5 Appeals of Discipline for Permanent Members** - An employee may appeal a disciplinary action by filing a grievance at Step 3 of the Grievance and Arbitration Procedure within ten (10) days of receiving the Notice of Disciplinary Action.

Commented [RPM1]: Numbering inconsistent

**ARTICLE 34 - GRIEVANCE AND ARBITRATION PROCEDURE**

**34.1 PURPOSE** - This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.

**34.1.1** To resolve grievances informally at the lowest possible level.

**34.1.2** To provide an orderly procedure for promptly reviewing and resolving grievances.

**34.2 DEFINITIONS**

---

OFFA	
MOU	2
0	



**34.2.1** A grievance is a complaint of one (1) or a group of employees, or a dispute between the City and the Association, involving the interpretation, application, or enforcement of the express terms of the Agreement.

**34.2.2** As used in this procedure, the term "immediate supervisor" means the individual who assigns reviews and directs the work of an employee.

**34.2.3** As used in this procedure the term "party" means an employee, the Association or the City.

**34.2.4** As used herein, representative or the Association representative, if an employee of the City, refers to an employee covered by the OFFA.

**34.3 TIME LIMITS** - Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended.

**34.4 PRESENTATION** - An employee or the Association representative, who is a full-time employee, or both, may present a grievance while on duty. On group grievances, no more than four City employees may participate while on duty, whether grievant(s), representatives, or witnesses, unless otherwise approved by the City. The City agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.

**34.5 EMPLOYEE RIGHTS** - The employee retains all rights conferred by Section 3300, et seq., of the Government Code. Grievances pertaining to an individual employee must be signed personally by the employee on all appeals.

**34.6 APPLICATION** - Grievances shall be brought through this Article.

**34.7 INFORMAL DISCUSSION** - The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Association representative. Within five (5) calendar days, the immediate supervisor shall give a decision or response.

**34.8 PROBLEM-SOLVING COMMITTEE** - All grievances must be submitted to the Problem-Solving Committee prior to filing a formal grievance, all grievance time lines shall be tolled during the problem solving process. The Problem-Solving Committee shall have as its charge the responsibility of identifying the source and character of the problem and to recommend solutions to the Department, and to the City Administrator or designee. If a resolution is not reached within thirty (30) calendar days, then the grievant may proceed to the formal grievance process.

**34.9 FORMAL GRIEVANCE - STEP 1**

**34.9.1** If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

**34.9.1.1** Ten (10) calendar days after the event or circumstances occasioning the grievance; or

**34.9.1.2** Ten (10) calendar days of the decision rendered in the informal grievance procedure.

**34.9.2** A formal grievance shall be initiated in writing and shall be filed with the persons designated by the appointing authority as the first level of appeal. The grievant may be represented by the Association representative.

**34.9.3** Within ten (10) calendar days after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

**34.10 FORMAL GRIEVANCE - STEP 2** - If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within ten (10) calendar days to the Fire Chief or designee. The grievant may be represented by the Association or designee. If the appointing authority or designee is the first level of appeal, the grievant may bypass Step 2.

**34.10.1** Within ten (10) calendar days after the initiation of the Step 2, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

**34.11 FORMAL GRIEVANCE – STEP 3** - If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) calendar days to the City Administrator. The Association or designee may represent the grievant.

**34.11.1** The City Administrator or designee shall schedule a mutually agreeable time to hear the grievance, which shall be within ten (10) calendar days of the receipt of the grievance. The City Administrator or designated representative shall respond in writing to the grievance within ten (10) calendar days following the grievance hearing.

**34.12 ARBITRATION – STEP 4** - If the City Administrator or designee fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the Association shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the City Administrator within ten (10) calendar days of receipt of the Step 3 decision.

**34.13 RESPONSE** - If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

**34.14 COPY OF DECISION** - At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the grievant.

**34.15 ASSIGNMENT OF AN ARBITRATOR** - An arbitrator shall be jointly selected by the parties within ten days of receipt of the written demand. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator.

**34.16 DECISION** - The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement. Nor shall the arbitrator substitute discretion in any case where the City is given or retains such discretion except as specifically provided in this Agreement. The arbitrator shall limit decision to the application and interpretation of the provisions of this Agreement.

**34.17 COSTS** - The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties. The parties shall bear their own witness fees; however, OFFA shall not be charged any witness fees for City employees.

**34.18 WITNESSES** - The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to the Agreement. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

**ARTICLE 35 - RANDOM DRUG AND ALCOHOL TESTING**

**35.1 RANDOM TESTING** - OFFA agrees to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this agreement only. Notwithstanding anything to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to employees represented by OFFA without written mutual agreement of the parties.

**ARTICLE 36 - FIREFIGHTER CODE OF ETHICS**

---

OFFA  
MOU  
3

OFFA members shall abide by the Firefighter Code of Ethics attached hereto as Exhibit "C".

**ARTICLE 37 - PERSONNEL FILE**

The City and OFFA agree that there is only one official personnel file for each employee. The employee's official personnel file is private and confidential, subject only to review by the employee, the employee's representative with written authorization, or authorized City representatives.

The City shall allow employees represented by OFFA to review their personnel file at any reasonable time upon request, and to obtain a copy of any needed document in the file. The official personnel file shall remain under the control of the City and shall be the only personnel file from which evidence is admissible in any disciplinary matter. There shall be no documents placed in the personnel file without the employee's knowledge. If, upon examination of the personnel file, the employee discovers any documents placed there without the employee's knowledge, the City shall, upon written request of the employee, investigate the allegation and remove any such document placed there in violation of this Article.

A log shall be maintained in the front of each individual personnel file that shall indicate each person, including the employee, the date, and purpose of all additions, deletions, entries, reviews, inquiries or other examinations of the personnel file. A copy of all information relating to commendations or discipline or any other topic placed in an employee's personnel file shall be given to the employee.

**ARTICLE 38 - BULLETIN BOARD**

**BULLETIN BOARD** - A bulletin board shall be provided to the OFFA for use of Association business.

**ARTICLE 39 - PEACEFUL PERFORMANCE**

The OFFA and employees agree that they will not engage in any strike, sympathy strike, slowdowns, or other concerted withholding of services. In the event of any such activity, the OFFA will take any such activity to a cessation immediately. The Association and all employees covered by this agreement acknowledge that any such activity by employees covered by this agreement is misconduct, which may lead to discipline up to, and including, termination.

**ARTICLE 40 - SAVINGS CLAUSE**

---

OFFA	
MOU	2
4	

Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid be reason of existing or subsequently enacted by legislation or by decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

**ARTICLE 41 - ZIPPER CLAUSE**

This Memorandum constitutes the whole agreement between the City of Oroville and the OFFA. There exists no other agreement or inducements written or oral, other than those expressly provided herein.

Except for emergencies as provided for under California Code Section 3504.5 et seq, the parties mutually agree that during the term of this Memorandum, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum or in negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the City and the OFFA hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this section, the City and the OFFA may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

**ARTICLE 42 - TERM AND OPENING CLAUSE**

This Memorandum of Understanding shall be effective ~~August~~ July 1, 2017 and shall remain in effect through June 30, ~~2018~~ 2021 and shall continue in full effect until a successor agreement is reached. Either party may request in writing to begin negotiations for a successor Memorandum of Understanding.

This memorandum has been amended by the City Council of the City of Oroville on ~~October 17, 2017~~ January 28, 2020.

**OFFA**

**CITY OF OROVILLE**

OFFA  
MOU  
5

2

~~Chris Tennes~~Donald Robinson, OFFA President ~~Linda L. Dahlmeier~~Charles Reynolds, Mayor

**ATTEST:**

~~Bob Jarvis~~Michael Pugh, Labor Representative ~~Donald Rust~~Bill LaGrone,  
~~Acting~~ City Clerk

**APPROVED AS TO FORM:**

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

## CITY OF OROVILLE

### Classifications & Compensation for OFFA Members 1st Tier at 5% Between Steps

*Table 19/Effective 07/01/19*

#### SALARY SCHEDULE

#### 2% COLA

#### EXHIBIT "A"

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
<b>Fire Captain</b>	<b>\$61,864.70</b>	<b>\$64,957.94</b>	<b>\$68,205.84</b>	<b>\$71,616.13</b>	<b>\$75,196.93</b>	<b>\$78,956.78</b>	<b>\$82,904.62</b>	<b>Annual</b>
<b>30100</b>	\$5,155.39	\$5,413.16	\$5,683.82	\$5,968.01	\$6,266.41	\$6,579.73	\$6,908.72	Monthly
<b>Range 357</b>	\$21.24475	\$22.30698	\$23.42233	\$24.59345	\$25.82312	\$27.11428	\$28.46999	Hourly
<b>Fire Lieutenant</b>	<b>\$55,302.76</b>	<b>\$58,067.90</b>	<b>\$60,971.29</b>	<b>\$64,019.85</b>	<b>\$67,220.85</b>	<b>\$70,581.89</b>	<b>\$74,110.98</b>	<b>Annual</b>
<b>40100</b>	\$4,608.56	\$4,838.99	\$5,080.94	\$5,334.99	\$5,601.74	\$5,881.82	\$6,175.92	Monthly
<b>Range 356</b>	\$18.99133	\$19.94090	\$20.93794	\$21.98484	\$23.08408	\$24.23829	\$25.45020	Hourly
<b>Fire Engineer</b>	<b>\$52,669.29</b>	<b>\$55,302.75</b>	<b>\$58,067.89</b>	<b>\$60,971.29</b>	<b>\$64,019.85</b>	<b>\$67,220.84</b>	<b>\$70,581.89</b>	<b>Annual</b>
<b>40200</b>	\$4,389.11	\$4,608.56	\$4,838.99	\$5,080.94	\$5,334.99	\$5,601.74	\$5,881.82	Monthly
<b>Range 352</b>	\$18.08698	\$18.99133	\$19.94090	\$20.93794	\$21.98484	\$23.08408	\$24.23829	Hourly
<b>Firefighter</b>	<b>\$47,898.65</b>	<b>\$50,293.58</b>	<b>\$52,808.26</b>	<b>\$55,448.67</b>	<b>\$58,221.11</b>	<b>\$61,132.16</b>	<b>\$64,188.77</b>	<b>Annual</b>
<b>40300</b>	\$3,991.55	\$4,191.13	\$4,400.69	\$4,620.72	\$4,851.76	\$5,094.35	\$5,349.06	Monthly
<b>Range 348</b>	\$16.44871	\$17.27115	\$18.13470	\$19.04144	\$19.99351	\$20.99319	\$22.04285	Hourly

**CITY OF OROVILLE**

**Classification & Compensation for OFFA Members 2nd Tier at 2.5% Between Steps  
SALARY SCHEDULE**

**2% COLA**

**EXHIBIT "B"**

**TABLE 19/EFFECTIVE: 07/01/19**

<b>CLASSIFICATION:</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>	<b>STEP G</b>	<b>STEP H</b>	<b>STEP I</b>	<b>STEP J</b>	<b>STEP K</b>	<b>STEP L</b>	<b>STEP M</b>
<b>Fire Captain</b>	<b>\$61,864.70</b>	<b>\$63,411.32</b>	<b>\$64,957.94</b>	<b>\$66,581.89</b>	<b>\$68,205.84</b>	<b>\$69,910.98</b>	<b>\$71,616.13</b>	<b>\$73,406.53</b>	<b>\$75,196.93</b>	<b>\$77,076.86</b>	<b>\$78,956.78</b>	<b>\$80,930.70</b>	<b>\$82,904.62</b>
	\$5,155.39	\$5,284.28	\$5,413.16	\$5,548.49	\$5,683.82	\$5,825.92	\$5,968.01	\$6,117.21	\$6,266.41	\$6,423.07	\$6,579.73	\$6,744.22	\$6,908.72
	\$20.82818	\$21.77587	\$22.30698	\$22.86466	\$23.42233	\$24.00789	\$24.59345	\$25.20829	\$25.82312	\$26.46870	\$27.11428	\$27.79214	\$28.46999
<b>Fire Lieutenant</b>	<b>\$55,302.76</b>	<b>\$56,685.33</b>	<b>\$58,067.90</b>	<b>\$59,519.59</b>	<b>\$60,971.29</b>	<b>\$62,495.57</b>	<b>\$64,019.85</b>	<b>\$65,620.35</b>	<b>\$67,220.85</b>	<b>\$68,901.37</b>	<b>\$70,581.89</b>	<b>\$72,346.44</b>	<b>\$74,110.98</b>
	\$4,608.56	\$4,723.78	\$4,838.99	\$4,959.97	\$5,080.94	\$5,207.96	\$5,334.99	\$5,468.36	\$5,601.74	\$5,741.78	\$5,881.82	\$6,028.87	\$6,175.92
	\$18.61895	\$19.46611	\$19.94090	\$20.43942	\$20.93794	\$21.46139	\$21.98484	\$22.53446	\$23.08408	\$23.66118	\$24.23829	\$24.84424	\$25.45020
<b>Fire Engineer</b>	<b>\$52,669.29</b>	<b>\$53,986.02</b>	<b>\$55,302.76</b>	<b>\$56,685.32</b>	<b>\$58,067.89</b>	<b>\$59,519.59</b>	<b>\$60,971.29</b>	<b>\$62,495.57</b>	<b>\$64,019.85</b>	<b>\$65,620.35</b>	<b>\$67,220.85</b>	<b>\$68,901.37</b>	<b>\$70,581.89</b>
	\$4,389.11	\$4,498.84	\$4,608.56	\$4,723.78	\$4,838.99	\$4,959.97	\$5,080.94	\$5,207.96	\$5,334.99	\$5,468.36	\$5,601.74	\$5,741.78	\$5,881.82
	\$17.73234	\$18.53916	\$18.99133	\$19.46611	\$19.94090	\$20.43942	\$20.93794	\$21.46139	\$21.98484	\$22.53446	\$23.08408	\$23.66118	\$24.23829
<b>Firefighter</b>	<b>\$47,898.65</b>	<b>\$49,096.12</b>	<b>\$50,293.58</b>	<b>\$51,550.92</b>	<b>\$52,808.26</b>	<b>\$54,128.47</b>	<b>\$55,448.67</b>	<b>\$56,834.89</b>	<b>\$58,221.11</b>	<b>\$59,676.64</b>	<b>\$61,132.16</b>	<b>\$62,660.47</b>	<b>\$64,188.77</b>
	\$3,991.55	\$4,091.34	\$4,191.13	\$4,295.91	\$4,400.69	\$4,510.71	\$4,620.72	\$4,736.24	\$4,851.76	\$4,973.05	\$5,094.35	\$5,221.71	\$5,349.06
	\$16.12619	\$16.85993	\$17.27115	\$17.70293	\$18.13470	\$18.58807	\$19.04144	\$19.51748	\$19.99351	\$20.49335	\$20.99319	\$21.51802	\$22.04285





## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS**

**FROM: BILL LAGRONE, CITY ADMINISTRATOR**

**RE: EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DAWN NEVERS**

**DATE: JANUARY 28, 2020**

### SUMMARY

The Council will consider an employment agreement between the City of Oroville and Dawn Nevers for the position of Assistant Community Development Director for the City of Oroville.

### DISCUSSION

The Council has recently interviewed and discussed the appointment of an Assistant Community Development Director.

Applications were accepted from both in house and out of house applicants earlier this year. Dawn Nevers was interviewed and received the recommendation of the Council for placement into the position of Assistant Community Development Director.

Staff has prepared a contract to for Dawn Nevers to fill the position of Assistant Community Development Director. The terms of the contract include a starting salary of \$93,020 for a term of three years. If approved the contract will be February 10, 2020 to February 9, 2023. In August of 2022 If Nevers wishes to continue the contract, she must submit a letter asking the Council for an extension. The Council would have to consider the letter and respond within 30 days to continue the contract. Please review the attached proposed contract for additional details of the contract. The contract is consistent with contracts for contract at will employees of the City Council. This contract will not be in force until Nevers has completed the pre employment process.

### FISCAL IMPACT:

Funding will come for the Community Development Department Budget.

**RECOMMENDATION:**

Adopt Resolution No. 8834 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DAWN NEVERS TO SERVE AS ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR – (Agreement No. 3299).

**OROVILLE CITY COUNCIL  
RESOLUTION NO. 8834**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND  
DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF OROVILLE AND DAWN NEVERS TO SERVE AS  
ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR**

**(Agreement No. 3299)**

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

- 1. The Mayor is hereby authorized and directed to execute an Amendment to the Employment Agreement between the City of Oroville and Dawn Nevers. The Agreement is attached hereto as Exhibit "A".
- 2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on January 28, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Bill LaGrone, City Clerk

**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF OROVILLE AND DAWN NEVERS**

The employment agreement ("Agreement") is made and entered into on January 28, 2020, by and between the City of Oroville ("City") and DAWN NEVERS ("NEVERS") to be effective February 10, 2020, both of whom understand as follows:

**WHERE AS**, City desires to employ the services of NEVERS as its Assistant Community Development Director – Development Services Department and

**WHERE AS**, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions for NEVERS; and

**WHERE AS**, NEVERS desires to be employed as the Assistant Community Development Director – Development Services Department of City.

**Now therefore**, in consideration of the mutual covenants herein contained, the parties agree that the Agreement supersedes in total any prior employment agreements or Memorandum of Understandings between the parties, and further agree as follows:

**Section 1. Duties:**

City hereby agrees to employ NEVERS as Assistant Community Development Director – Development Services Department of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign her.

**Section 2. Term; Termination: Severance Compensation:**

- A. The term of this Agreement shall be effective February 10, 2020 and shall continue until February 09, 2023, at which time NEVERS may request an extension of this contract. On or before July 1, 2022, NEVERS shall give written notice to City if she wishes to extend the agreement on the same terms and conditions for an additional period. Thereafter the Council shall determine, within 30 days, whether or not it wishes to continue and/or extend the agreement and shall give written notice to NEVERS of its decision. If the Council approves the continuation and/or extension, the parties shall meet in an effort to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this agreement shall terminate as outlined above, and thereafter NEVERS shall not be entitled to any compensation except for any accrued vested benefits as listed above.
- B. If NEVERS resigns her position as Assistant Community Development Director – Development Services Department before the expiration date of the initial or any extended term of this agreement; NEVERS shall give City a 60-day written notice in advance to City. In such event, NEVERS shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than 30 days without penalty should NEVERS make such request.

- C. As an at-will employee, City may terminate this agreement at any time with or without cause. If the City discharges NEVERS from her position, without cause, as Assistant Community Development Director – Development Services Department, the City shall pay NEVERS a lump-sum cash payment equal to six month’s salary. In addition, NEVERS shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation and administration leave. However, in the event NEVERS is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation except for any vested benefits. In any event, if the City chooses to terminate the agreement, NEVERS shall have the opportunity to retire from City employment through PERS, in lieu of termination.

**Section 3. Random Drug Testing Policy:**

NEVERS agrees to comply with the City of Oroville’s Substance Abuse Policy Statement, as outlined in the City of Oroville’s Policy and Procedures.

**Section 4. Non-Industrial Injury/ Illness:**

If NEVERS becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the agreement, subject to the severance pay provisions of Section 2. C.; provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the Californian Fair Employment and Housing Act.

**Section 5. Salary:**

City agrees to place NEVERS at Step C of the Assistant Community Development Director salary schedule, an annual base salary of \$93,020, upon the effective date noted above and payable at the same time and manner as other Council Appointed Employees of the City are paid.

**Section 6. Performance Evaluation:**

The Council shall direct the City Administrator to complete a performance evaluation of NEVERS by February 1<sup>st</sup> of each year of the contract and during any extension period of the contract and upon the Council's concurrence with the satisfactory review, NEVERS may receive a salary adjustment of up to one step of the salary schedule for her base salary, for an overall evaluation of 'M' or better. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and NEVERS. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with NEVERS. The City Administrator's evaluation of NEVERS will be shared with the Mayor and Council. The Mayor and Council may add additional comments to NEVERS's final evaluation.

**Section 7. Hours of Work; Administrative Leave:**

NEVERS shall be employed on a full-time basis, and for optimal customer service should perform such work, during normal business hours. However, it is recognized that NEVERS shall be required to devote a great deal of time outside of normal office hours on business of City, and to

that end she shall be allowed to take 85 hours per calendar year of Administrative Leave, unless City and NEVERS agree upon an alternate amount of leave. Such leave may be taken only upon approval of the City Administrator. NEVERS shall have the option to cash out up to 20 hours of administrative leave per calendar year.

**Section 8. Bereavement Leave:**

When compelled to be absent from work by reason of death of an immediate family member, or when death appears imminent, NEVERS shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against her sick leave. Before taking such leave, NEVERS shall notify, in writing, the City Administrator of the time of absence needed and the expected date of return to work.

The immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

**Section 9. Automobile Allowance:**

City shall provide an automobile to NEVERS suitable for her use while performing her duties or compensate her if no vehicle is available at \$300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5 T(k)(6).

**Section 10. Vacation and Sick Leave:**

NEVERS shall accumulate sick leave at the rate of one (1) workday for each month of employment. NEVERS shall be permitted to accumulate an unlimited amount of sick leave.

NEVERS shall accumulate vacation leave at the rate of 15 working days of vacation per year. NEVERS shall be permitted to accumulate an unlimited amount of vacation.

**Section 11. Medical, Vision, Life, Disability and Dental Insurance:**

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for NEVERS and her eligible dependents.

**Section 12. Holidays: NEVERS is authorized to celebrate the following holidays:**

- |                           |                                       |
|---------------------------|---------------------------------------|
| 1. New Year's Day         | 7. Labor Day                          |
| 2. Martin Luther King Day | 8. Veteran's Day                      |
| 3. Lincoln's Birthday     | 9. Thanksgiving Day                   |
| 4. President's Day        | 10. The Day After Thanksgiving Day    |
| 5. Memorial Day           | 11. Last Workday Before Christmas Day |
| 6. Independence Day       | 12. Christmas Day                     |

NEVERS shall be compensated for each holiday of straight time compensation.

**Section 13. Technology Fee:**

City shall provide a technology allowance to NEVERS in the amount of \$100/month to compensate her for the use of her private cell phone and laptop/tablet for City business.

**Section 14. Retirement:**

NEVERS will pay 12% of the employee share of her CalPERS retirement contribution upon commencement of this agreement. In the event that any legislation mandates that the employee share increase above 12% during the term of this agreement or any extensions, NEVERS and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation and the 1959 Survivor Benefit at the 4<sup>th</sup> level for NEVERS.

**Sick Leave Conversion at the Time of Retirement:**

Upon regular retirement from the City of Oroville, NEVERS shall have the option to convert her unused sick leave balance to CalPERS service credit or she may convert it to a dollar value account at the rate of one month premium for each three (3) days of accrued but unused sick leave remaining on the books at the date of retirement, to pay premiums for medical, dental and vision insurance. NEVERS may also elect to split her unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

If NEVERS elects to convert her unused sick leave to a dollar value account to pay for medical, dental and vision insurance and it becomes exhausted, NEVERS shall have the option of continuing medical, dental and vision insurance coverage at her own expense, consistent with current City policy and Federal law. If, after her retirement, NEVERS becomes deceased before her dollar value account has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

**Section 15. Deferred Compensation Plan:**

The City shall provide a Deferred Compensation Plan for NEVERS. The City shall contribute 3% of NEVERS's base salary to NEVERS's Deferred Compensation Plan. In addition, the City shall match the first 2% that NEVERS contributes to NEVERS's Deferred Compensation Plan.

**Section 16. Outside Employment:**

During the term of the agreement, and any extensions thereof, NEVERS shall only accept outside employment that involves teaching or training related to her profession and any existing agreements. Any outside employment shall not interfere with NEVERS's duties as while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

**Section 17. Dues and Subscriptions:**

City agrees to budget for and to pay for professional dues and subscriptions of NEVERS necessary for her continuation and full participation in national, regional, state and local associations and organizations as are desirable for her continued professional participation, growth and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget.

**Section 18. Professional Development:**

- A. City agrees to budget for and to pay for travel and subsistence expenses of NEVERS for professional and official travel, meetings, and occasions to continue the professional development of NEVERS, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which NEVERS serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.
- B. City also agrees to budget for and to pay for travel and subsistence expenses of NEVERS for short courses, institutes and seminars that are necessary for her professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

**Section 19. General Expenses:**

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by NEVERS, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Administration's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

**Section 20. Civic Club Membership:**

City recognizes the desirability of representation in and before local civic and other organizations, and NEVERS is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all of NEVERS's civic club membership expenses.

**Section 21. Indemnification:**

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify NEVERS against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of NEVERS's duties as Assistant Community Development Director – Administration Department, except for any civil action or proceeding brought against NEVERS for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

**Section 22. Bonding:**

City shall bear the full cost of any fidelity or other bonds required of NEVERS under any law or ordinance.

**Section 23. Other Terms and Conditions of Employment:**

It is understood and agreed by City and NEVERS that NEVERS is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, NEVERS serves at the pleasure of the City Council and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations.



**Section 24. Notices:**

Notices pursuant to the agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
- B. TO NEVERS: DAWN NEVERS at her permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to the agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

**Section 25. General Provisions:**

- A. The text herein shall constitute the entire agreement between the parties.
- B. The agreement shall be binding upon and inure to the benefit of the heirs at law and executors of NEVERS.
- C. The agreement shall not be assigned by NEVERS or City.
- D. The agreement shall not be modified without the written consent of NEVERS and City.
- E. If any provision, or any portion thereof, contained in the agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held January 28, 2020.

**CITY OF OROVILLE**

**DAWN NEVERS**

\_\_\_\_\_  
Charles Reynolds, Mayor

\_\_\_\_\_  
DAWN NEVERS,  
Assistant Community Development Director  
Development Services Department

**APPROVED AS TO FORM:**

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



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS**

**FROM: BILL LAGRONE, CITY ADMINISTRATOR**

**RE: EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND LEONARDO DEPAOLA**

**DATE: JANUARY 28, 2020**

### SUMMARY

The Council will consider an employment agreement between the City of Oroville and Leonardo Depaola for the position of Assistant City Administrator – Community Development Department for the City of Oroville.

### DISCUSSION

The Council has previously interviewed and discussed the appointment of a Assistant City Administrator – Community Development Department, for the past several months.

Applications were accepted from both in house and out of house applicants earlier this year. Leonardo Depaola was interviewed and received the recommendation of the Council for permanent placement into the position of Assistant City Administrator - Community Development Department.

Staff has prepared a contract to for Leonardo Depaola to fill the position of Assistant City Administrator – Community Development Department. The terms of the contract include a starting salary of \$171,000 for a term of three years. If approved the contract will be February 3, 2020 to February 2, 2023. In August of 2022 If Depaola wishes to continue the contract, he must submit a letter asking the Council for an extension. The Council would have to consider the letter and respond within 30 days to continue the contract. Please review the attached proposed contract for additional details of the contract. The contract is consistent with contracts for Assistant City Administrators.

This contract will not be in force until Depaola has completed the pre employment process.

### FISCAL IMPACT:

Funding will come for the Community Development Department Budget.

**RECOMMENDATION:**

Adopt Resolution No. 8833 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND LEONARDO DEPAOLA TO SERVE AS ASSISTANT CITY ADMINISTRATOR – COMMUNITY DEVELOPMENT DEPARTMENT – (Agreement No. 3298).



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS**

**FROM: BILL LAGRONE, CITY ADMINISTRATOR**

**RE: EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND LEONARDO DEPAOLA**

**DATE: JANUARY 28, 2020**

### SUMMARY

The Council will consider an employment agreement between the City of Oroville and Leonardo Depaola for the position of Assistant City Administrator – Community Development Department for the City of Oroville.

### DISCUSSION

The Council has previously interviewed and discussed the appointment of a Assistant City Administrator – Community Development Department, for the past several months.

Applications were accepted from both in house and out of house applicants earlier this year. Leonardo Depaola was interviewed and received the recommendation of the Council for permanent placement into the position of Assistant City Administrator - Community Development Department.

Staff has prepared a contract to for Leonardo Depaola to fill the position of Assistant City Administrator – Community Development Department. The terms of the contract include a starting salary of \$171,000 for a term of three years. If approved the contract will be February 3, 2020 to February 2, 2023. In August of 2022 If Depaola wishes to continue the contract, he must submit a letter asking the Council for an extension. The Council would have to consider the letter and respond within 30 days to continue the contract. Please review the attached proposed contract for additional details of the contract. The contract is consistent with contracts for Assistant City Administrators.

This contract will not be in force until Depaola has completed the pre employment process.

### FISCAL IMPACT:

Funding will come for the Community Development Department Budget.

**RECOMMENDATION:**

Adopt Resolution No. 8833 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND LEONARDO DEPAOLA TO SERVE AS ASSISTANT CITY ADMINISTRATOR – COMMUNITY DEVELOPMENT DEPARTMENT – (Agreement No. 3298).

## EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND LEONARDO DEPAOLA

The employment agreement ("Agreement") is made and entered into on January 28, 2020, by and between the City of Oroville ("City") and LEONARDO DEPAOLA ("DEPAOLA") to be effective February 03, 2020, both of whom understand as follows:

**WHERE AS**, City desires to employ the services of DEPAOLA as its Assistant City Administrator – Development Services Department and

**WHERE AS**, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions for DEPAOLA; and

**WHERE AS**, DEPAOLA desires to be employed as the Assistant City Administrator – Development Services Department of City.

**Now therefore**, in consideration of the mutual covenants herein contained, the parties agree that the Agreement supersedes in total any prior employment agreements or Memorandum of Understandings between the parties, and further agree as follows:

### **Section 1. Duties:**

City hereby agrees to employ DEPAOLA as Assistant City Administrator – Development Services Department of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign his.

### **Section 2. Term; Termination: Severance Compensation:**

- A. The term of this Agreement shall be effective February 18, 2020 and shall continue until February 02, 2023, at which time DEPAOLA may request an extension of this contract. On or before July 1, 2022, DEPAOLA shall give written notice to City if he wishes to extend the agreement on the same terms and conditions for an additional period. Thereafter the Council shall determine, within 30 days, whether or not it wishes to continue and/or extend the agreement and shall give written notice to DEPAOLA of its decision. If the Council approves the continuation and/or extension, the parties shall meet in an effort to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this agreement shall terminate as outlined above, and thereafter DEPAOLA shall not be entitled to any compensation except for any accrued vested benefits as listed above.
- B. If DEPAOLA resigns his position as Assistant City Administrator – Development Services Department before the expiration date of the initial or any extended term of this agreement; DEPAOLA shall give City a 60-day written notice in advance to City. In such event, DEPAOLA shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than 30 days without penalty should DEPAOLA make such request.

- C. As an at-will employee, City may terminate this agreement at any time with or without cause. If the City discharges DEPAOLA from his position, without cause, as Assistant City Administrator – Development Services Department, the City shall pay DEPAOLA a lump-sum cash payment equal to six month's salary. In addition, DEPAOLA shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation and administration leave. However, in the event DEPAOLA is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation except for any vested benefits. In any event, if the City chooses to terminate the agreement, DEPAOLA shall have the opportunity to retire from City employment through PERS, in lieu of termination.

**Section 3. Random Drug Testing Policy:**

DEPAOLA agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

**Section 4. Non-Industrial Injury/ Illness:**

If DEPAOLA becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the agreement, subject to the severance pay provisions of Section 2. C.; provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the Californian Fair Employment and Housing Act.

**Section 5. Salary:**

City agrees to place DEPAOLA at Step H of the Assistant City Administrator salary schedule, an annual base salary of \$171,000, upon the effective date noted above and payable at the same time and manner as other Council Appointed Employees of the City are paid.

**Section 6. Performance Evaluation:**

The Council shall direct the City Administrator to complete a performance evaluation of DEPAOLA by February 1<sup>st</sup> of each year of the contract and during any extension period of the contract and upon the Council's concurrence with the satisfactory review, DEPAOLA may receive a salary adjustment of up to one step of the salary schedule for his base salary, for an overall evaluation of 'M' or better. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and DEPAOLA. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with DEPAOLA. The City Administrator's evaluation of DEPAOLA will be shared with the Mayor and Council. The Mayor and Council may add additional comments to DEPAOLA's final evaluation.

**Section 7. Hours of Work; Administrative Leave:**

DEPAOLA shall be employed on a full-time basis, and for optimal customer service should perform such work, during normal business hours. However, it is recognized that DEPAOLA shall be required to devote a great deal of time outside of normal office hours on business of City, and

to that end he shall be allowed to take 85 hours per calendar year of Administrative Leave, unless City and DEPAOLA agree upon an alternate amount of leave. Such leave may be taken only upon approval of the City Administrator. DEPAOLA shall have the option to cash out up to 20 hours of administrative leave per calendar year.

**Section 8. Bereavement Leave:**

When compelled to be absent from work by reason of death of an immediate family member, or when death appears imminent, DEPAOLA shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against his sick leave. Before taking such leave, DEPAOLA shall notify, in writing, the City Administrator of the time of absence needed and the expected date of return to work.

The immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

**Section 9. Automobile Allowance:**

City shall provide an automobile to DEPAOLA suitable for his use while performing his duties or compensate his if no vehicle is available at \$300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5 T(k)(6).

**Section 10. Vacation and Sick Leave:**

DEPAOLA shall accumulate sick leave at the rate of one (1) workday for each month of employment. DEPAOLA shall be permitted to accumulate an unlimited amount of sick leave.

DEPAOLA shall accumulate vacation leave at the rate of 20 working days of vacation per year. DEPAOLA shall be permitted to accumulate an unlimited amount of vacation.

**Section 11. Medical, Vision, Life, Disability and Dental Insurance:**

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for DEPAOLA and his eligible dependents.

**Section 12. Holidays: DEPAOLA is authorized to celebrate the following holidays:**

- |                           |                                       |
|---------------------------|---------------------------------------|
| 1. New Year's Day         | 7. Labor Day                          |
| 2. Martin Luther King Day | 8. Veteran's Day                      |
| 3. Lincoln's Birthday     | 9. Thanksgiving Day                   |
| 4. President's Day        | 10. The Day After Thanksgiving Day    |
| 5. Memorial Day           | 11. Last Workday Before Christmas Day |
| 6. Independence Day       | 12. Christmas Day                     |

DEPAOLA shall be compensated for each holiday of straight time compensation.



**Section 13. Technology Fee:**

City shall provide a technology allowance to DEPAOLA in the amount of \$100/month to compensate him for the use of his private cell phone and laptop/tablet for City business.

**Section 14. Retirement:**

DEPAOLA will pay 12% of the employee share of his CalPERS retirement contribution upon commencement of this agreement. In the event that any legislation mandates that the employee share increase above 12% during the term of this agreement or any extensions, DEPAOLA and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation and the 1959 Survivor Benefit at the 4<sup>th</sup> level for DEPAOLA.

**Sick Leave Conversion at the Time of Retirement:**

Upon regular retirement from the City of Oroville, DEPAOLA shall have the option to convert his unused sick leave balance to CalPERS service credit or he may convert it to a dollar value account at the rate of one month premium for each three (3) days of accrued but unused sick leave remaining on the books at the date of retirement, to pay premiums for medical, dental and vision insurance. DEPAOLA may also elect to split his unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

If DEPAOLA elects to convert his unused sick leave to a dollar value account to pay for medical, dental and vision insurance and it becomes exhausted, DEPAOLA shall have the option of continuing medical, dental and vision insurance coverage at his own expense, consistent with current City policy and Federal law. If, after his retirement, DEPAOLA becomes deceased before his dollar value account has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

**Section 15. Deferred Compensation Plan:**

The City shall provide a Deferred Compensation Plan for DEPAOLA. The City shall contribute 3% of DEPAOLA's base salary to DEPAOLA's Deferred Compensation Plan. In addition, the City shall match the first 2% that DEPAOLA contributes to DEPAOLA's Deferred Compensation Plan.

**Section 16. Outside Employment:**

During the term of the agreement, and any extensions thereof, DEPAOLA shall only accept outside employment that involves teaching or training related to his profession and any existing agreements. Any outside employment shall not interfere with DEPAOLA's duties as while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

**Section 17. Dues and Subscriptions:**

City agrees to budget for and to pay for professional dues and subscriptions of DEPAOLA necessary for his continuation and full participation in national, regional, state and local associations and organizations as are desirable for his continued professional participation,

growth and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget.

**Section 18. Professional Development:**

- A. City agrees to budget for and to pay for travel and subsistence expenses of DEPAOLA for professional and official travel, meetings, and occasions to continue the professional development of DEPAOLA, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which DEPAOLA serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.
- B. City also agrees to budget for and to pay for travel and subsistence expenses of DEPAOLA for short courses, institutes and seminars that are necessary for his professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

**Section 19. General Expenses:**

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by DEPAOLA, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Administration's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

**Section 20. Civic Club Membership:**

City recognizes the desirability of representation in and before local civic and other organizations, and DEPAOLA is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all of DEPAOLA's civic club membership expenses.

**Section 21. Indemnification:**

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify DEPAOLA against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of DEPAOLA's duties as Assistant City Administrator – Administration Department, except for any civil action or proceeding brought against DEPAOLA for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

**Section 22. Bonding:**

City shall bear the full cost of any fidelity or other bonds required of DEPAOLA under any law or ordinance.

**Section 23. Other Terms and Conditions of Employment:**

It is understood and agreed by City and DEPAOLA that DEPAOLA is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, DEPAOLA serves

at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations.

**Section 24. Notices:**

Notices pursuant to the agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
- B. TO DEPAOLA: LEONARDO DEPAOLA at his permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to the agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

**Section 25. General Provisions:**

- A. The text herein shall constitute the entire agreement between the parties.
- B. The agreement shall be binding upon and inure to the benefit of the heirs at law and executors of DEPAOLA.
- C. The agreement shall not be assigned by DEPAOLA or City.
- D. The agreement shall not be modified without the written consent of DEPAOLA and City.
- E. If any provision, or any portion thereof, contained in the agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held January 28, 2020.

**CITY OF OROVILLE**

**LEONARDO DEPAOLA**

\_\_\_\_\_  
Charles Reynolds, Mayor

\_\_\_\_\_  
LEONARDO DEPAOLA,  
Assistant City Administrator –  
Development Services Department

**APPROVED AS TO FORM:**

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



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND COUNCIL MEMBERS**  
**FROM: BILL LAGRONE, CITY ADMINISTRATOR**  
**RE: WARMING CENTER OPERATIONS GUIDELINES**  
**DATE: JANUARY 28, 2020**

### **SUMMARY**

The Council will provide staff with direction regarding the operational hours and guidelines for opening a warming center.

### **DISCUSSION**

A warming center is a short-term emergency shelter that operates when temperatures or a combination of precipitation, wind chill, wind and temperature become dangerously inclement. Their paramount purpose is the prevention of death and injury from exposure to the elements. Warming centers are generally opened for only a few days at a time based on the conditions of the area. A more prevalent emergency which warming centers seek to prevent is hypothermia, the risk for which is aggravated by factors such as age, alcohol consumption, and homelessness.

The City of Oroville in conjunction with the Haven of Hope Resource Center opened a warming center on January 16, 2020. The Oroville Warming Center is open when temperatures drop below 40 degrees and it is raining or threatens to rain. These conditions of operation were determined by the need to have some guidelines. Staff determined these guidelines without Council input. Staff is now looking for direction from Council as to what conditions allow for the warming center to be opened for operation. The cost for this operation is \$350.00 per day. This is less expensive for the City to utilize an outside vendor then it would be to hire staff and utilize a City owned facility.

The City of Chico also offers a warming center in conjunction with a nonprofit. The criteria for opening the center in Chico is the temperature is under 45 degrees combined with 3/4 inches or more of precipitation and if temperatures are under 40 degrees combined with an average wind speed of 15 mph or more. The California Office of Emergency Services Guidelines are generally based on a temperature of 32 degrees at night or less for more then three consecutive days.

**FISCAL IMPACT**

Depends on Council direction.

Cost for warming center per day currently is \$350.00

**RECOMMENDATION**

Provide staff direction as to guidelines such as temperature or other combinations of weather events, to determine when the City will financially contribute to warming center.



# Cal OES

GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES



## CONTINGENCY PLAN FOR EXTREME COLD / FREEZE EMERGENCIES

*A Supporting Document to the California State Emergency Plan*

December 2013

Edmund G. Brown Jr.  
Governor

Mark S. Ghilarducci  
Director  
California Governor's Office of Emergency Services

## Summary of Changes

The following changes have been made in this edition of the plan.

- Updates to reflect the California Governor's Office of Emergency Services
- Updates from the July 1, 2013 Executive Branch Reorganization
- Minor editing changes
- Web links corrected/updated

For any questions or comments regarding this plan, please contact the California Governor's Office of Emergency Services, Preparedness Division at (916) 845-8787.

## Table of Contents

<b>Section</b>	<b>Topics</b>	<b>Page</b>
	Executive Summary	1
1.	Background	2
2.	Authorities and References	3
3.	Purpose	5
4.	Scope	5
5.	Assumptions	5
6.	State Roles and Responsibilities	6
7.	State Concept of Operations	8
8.	State Activation Phases	8
9.	State Agency: Activation Activities / Checklists	10-22
10.	Local Government Guidance: Roles and Responsibilities	23
11.	Local Government Guidance: Checklists	24-28
12.	Recovery	29
<b>Appendices</b>		
A	Alerting, Warning and National Weather Service (NWS) Information	32
B	New Wind Chill Temperature Index	34
C	Health Information	36
D	Vulnerable Populations	37
E	Local Resources: People with Disabilities, Registries and Transportation	38
F	Animal Vulnerabilities	40
G	California Independent System Operator (CAISO) – Electric Grid	41
H	State Dissemination of Public Information	42
I	Information Sources at Each SEMS Level	44
J	Warming Center Checklist	45
K	Resources for Preparedness and Response	46
L	Definitions	47
M	Acronyms	50
N	Helpful References	52
O	Key Agencies Involved in Contingency Extreme Cold/Freeze Plan	52
P	Agenda for Extreme Cold/Freeze Alert Conference Call	53



## EXECUTIVE SUMMARY

This is a contingency plan supporting the State Emergency Plan.

The plan describes state operations during extreme cold/freeze-related emergencies and provides guidance for state agencies, local government and non-governmental organizations (NGOs) in the preparation of their extreme cold/freeze emergency response plans and other related activities.

The plan recognizes the need for the state to 1) communicate and coordinate with state agencies and local governments, 2) mobilize resources and initiate actions in advance of local requests and 3) support the local government's actions according to the Standardized Emergency Management System (SEMS).

The plan recognizes three (3) phases of activation:

- I. Seasonal Readiness
- II. Cold/Freeze Alert
- III. Cold/Freeze Emergency

Phases II and III are activated based on the severity of the risk of extreme cold/freeze to vulnerable populations, farm labor workers, animals, agriculture and the population in general. The direct involvement of state and local agencies to protect individuals and agriculture increases with the severity of the risk.

The plan identifies specific actions to be taken by the state in each of the three phases and a checklist to guide local actions. The specific action steps at state and local levels include:

- Coordinating among state and local agencies (all phases).
- Disseminating information (all phases).
- Providing warming facilities (Phases II and III).
- Directly contacting and monitoring those at risk (Phase II and III).
- Transporting those at risk to warming facilities (Phase III).
- Governor's proclamation of a state of emergency (Phase III).

The plan contains the following:

- Background information including the history of extreme cold/freeze emergencies in the state.
- A description of the scope and purpose of the plan.
- Descriptions of the conditions triggering each phase of the plan.
- State agency assistance programs and recommended actions to be carried out during the different phases of the plan.
- Guidance for local agencies to help plan and coordinate efforts during extreme cold/freeze events and;
- Appendices of supporting information.

## 1. Background

### Impact of Extreme Cold/Freeze Conditions

**December, 1990**, brought record-setting low temperatures to California for an extended period of time during a critical growing period. Temperatures did not get above 25 degrees in parts of the San Joaquin Valley for three to five days, and all-time record low temperatures were set at Sacramento, Stockton and Bakersfield. Many records were set for duration of freezing temperatures. The agricultural industry was devastated as acres of trees, not just fruit, were destroyed. Thirty-three counties were included in a disaster declaration. The 1990 freeze disaster resulted in huge financial damage and a change in the state's long-term strategy as identified in the following bullets.

- The Long-term Strategic Impact: Changed the way crop protection measures are implemented.
- The Calculated Damages: \$3.4 billion in direct and indirect economic losses including damage to public buildings, utilities, crop damage and residential burst pipes.

As a result, many state agencies that were involved in providing disaster relief formed the *State Agency Freeze Disaster Task Force*. The goal of the task force was to: (1) Identify emergency and on-going programs which could assist individuals, businesses and communities affected by the freeze; (2) Identify any gaps in needed assistance; and (3) Develop a state agency action summary in response to the freeze disaster. A compilation of those responses resulted in a state agency action summary, and later the development of the *State Agency Freeze Disaster Action Plan of 1991*.

**December, 1998:** An arctic air-mass began moving over central California. The resulting cold air pool in the lowest levels of the atmosphere led to a devastating freeze to crops from December 20 through December 27, 1998, with periods of freezing temperatures through May, 1999. Between those dates, severe freezing in many California counties affected agriculture, businesses, individuals and various public assistance agencies. The total cost from damage from this disaster was immense. Local, gubernatorial and presidential disaster declarations were made; crop loss in eight counties alone was estimated at \$681 million. Disaster assistance services were made available to individuals and families who had lost their jobs due to the extremely low temperatures and sub-freezing conditions. This assistance involved state and federal agencies that included the Federal Emergency Management Agency (FEMA), the Small Business Administration (SBA) and the United States Department of Agriculture (USDA), along with the California departments of Mental Health (DMH), Social Services (DSS) and the Employment Development Department (EDD). Disaster unemployment assistance was made available, mortgage and rental assistance and home repair assistance was provided, as was crisis counseling, food coupons and the distribution of food commodities, Economic Injury Disaster Loans and Crop Loss Indemnity Programs.

In **2001**, California faced an actual extreme energy shortage due to abnormal weather conditions. At the state and local level, energy shortage emergency response plans were developed, all tied to power shortages during extreme weather conditions that tax electric demand. At that time, a plan for managing extreme weather-related stresses on communities was developed, *California's Electric Power Toolkit*; which can be found on the California Governor's Office of Emergency Services (Cal OES) website under *Plans and Publications*.

In **December, 2006**, a severe wind storm and freezing temperatures to the Pacific Northwest left eight dead and up to 1 million without power according to the *Seattle Times*. Desperate for

warmth, some people used barbeques inside their homes for heat which resulted in deaths caused by carbon monoxide poisoning. Colorado and a number of mid-west states experienced extreme freezing and ice storms causing massive power outages and a death toll of at least 46 people in seven states, according to the *Associated Press*.

Because life and safety are the first priority for the California emergency management community, this *State Contingency Plan for Extreme Cold/Freeze Emergencies* was developed. This plan incorporates lessons learned from previous freeze emergency responses and current successful practices. Additionally, resources to assist survivors of extreme cold/freezing disasters are identified. Potentially needed assistance could be in the area of assistance to individuals, agricultural and livestock businesses, restoration of power and many other areas of need.

### **Standardized Emergency Management System (SEMS)**

In an extreme cold/freezing emergency, as in all other disaster response in California, statewide coordination of resource support to local government is carried out through SEMS. It is the state's system required by Government Code Section 8607(a) for managing response to multi-agency and multi-jurisdictional emergencies in California. SEMS incorporates the National Incident Management System (NIMS) and for use in this document will be referred to as either SEMS or SEMS/NIMS. SEMS consists of five organizational levels which are activated as necessary: field response, local government, operational area, regional and state. When local resources are inadequate to meet the need, the requests are made to the next higher emergency response level until the resource need is met.

This *Contingency Plan for Extreme Cold/Freeze Emergencies* is designed to facilitate preparedness for and response to extreme cold/freezing emergency events according to SEMS. Authorities related to this contingency planning are identified in the following section.

## **2. Authorities and References**

"Cal-Freezing Conference," October 14, 1999, Visalia, CA Report  
"Governor's OES After Action Report," December 1998 Freezing, NDAA 98-02  
"State Agency Freezing Disaster Action Plan, 1991"

### **Government Code Section (within the Emergency Services Act, Chapter 7, Division 1, Title 2)**

§8630 (a): A local emergency may be proclaimed only by the governing body of a city, county, or city and county, or by an official designated by ordinance adopted by that governing body.

The local health officer may proclaim a local emergency if he or she has been specifically designated to do so by ordinance adopted by the governing body of the jurisdiction.

§8558 (c): "Local emergency" means the 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, or with respect to regulated energy

utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

It is possible to proclaim a local emergency for health-related reasons.

§8625: Gives the Governor the authority to proclaim a "state of emergency" when requested by local jurisdiction or when he finds local authority is inadequate to cope with the emergency.

§8588.15: This Government Code requires the incorporation of the disability community into the California Standardized Emergency Management System (SEMS) via representatives on the SEMS Specialist Committees and one on the SEMS Technical Group. It also addresses funding needs for expanded emergency alerting technology in order to ensure early alert and warning to all the disability community, most especially the blind and/or vision impaired population. Early emergency alert information in emergencies and/or disasters is critical to the disability community, for example, in the case of mandatory evacuations.

### **Health and Safety Code Section**

§101040: Authority to take preventive measures during emergency. The county health officer may take any preventive measure that may be necessary to protect and preserve the public health from any public health hazard during any "state of war emergency," "state of emergency" or "local emergency," as defined by Section §8558 of the Government Code, within his or her jurisdiction.

"Preventive measure" means abatement, correction, removal or any other protective step that may be taken against any public health hazard that is caused by a disaster and affects the public health.

The county health officer, upon consent of the county board of supervisors or a city governing body, may certify any public health hazard resulting from any disaster condition if certification is required for any federal or state disaster relief program.

§101475: Gives city public health officer authority to take preventive measures to protect public health.

### **Penal Code Section**

§409.5: (a) Whenever a menace to the public health or safety is created by a calamity such as flood, storm, fire, earthquake, explosion, accident or other disaster, officers of the California Highway Patrol, California State Police Division, police departments, marshal's office or sheriff's office, any officer or employee of the Department of Forestry and Fire Protection designated a peace officer by subdivision (h) of Section 830.2, any officer or employee of the Department of Parks and Recreation designated a peace officer by subdivision (g) of Section 830.2, any officer or employee of the Department of Fish and Game designated a peace officer under subdivision (f) of Section 830.2 and any publicly employed full-time lifeguard or publicly employed full-time marine safety officer while acting in a supervisory position in the performance of his or her official duties, may close the area where the menace exists for the duration thereof by means of ropes, markers, or guards to any and all persons not authorized by the lifeguard or officer to enter or remain within the enclosed area. If the calamity creates an immediate menace to the public health, the local health officer may close the area where the menace exists pursuant to the conditions set forth in this section.

(b) Officers of the California Highway Patrol, California State Police Division, police departments, marshal's office or sheriff's office, officers of the Department of Fish and Game designated as peace officers by subdivision (f) of Section 830.2 or officers of the Department of Forestry and Fire Protection designated as peace officers by subdivision (h) of Section 830.2 may close the immediate area surrounding any emergency field command post or any other command post activated for the purpose of abating any calamity enumerated in this section or any riot or other civil disturbance to any and all unauthorized persons pursuant to the conditions set forth in this section whether or not the field command post or other command post is located near to the actual calamity or riot or other civil disturbance.

(c) Any unauthorized person who willfully and knowingly enters an area closed pursuant to subdivision (a) or (b) and who willfully remains within the area after receiving notice to evacuate or leave shall be guilty of a misdemeanor.

(d) Nothing in this section shall prevent a duly authorized representative of any news service, newspaper, or radio or television station or network from entering the areas closed pursuant to this section.

### 3. Purpose

The purpose of this plan is to identify state agency actions that need to be taken during Phases I through III to address the needs of survivors in an extreme cold/freezing emergency. The plan also provides guidance for local governments, non-governmental organizations, the private sector and faith-based organizations in the preparation of their extreme cold/freezing emergency response plans and other related activities. This contingency plan is a supporting document to the State Emergency Plan.

### 4. Scope

The scope of this document identifies how state resources will be made available in support of local government preparedness and response efforts in accordance with SEMS/NIMS in extreme cold/freezing emergencies. This plan should also be considered during electrical outages that may result during extreme cold/freezing emergencies and the potential health-related issues that may arise; additionally, referencing the *Electric Power Disruption, Toolkit for Local Government, Office of Emergency Services, June, 2001, (Cal OES Web Site, Preparedness, Plans & Publications)* can be useful.

### 5. Assumptions

- It is the responsibility and authority of the Governor to ensure that the governmental response to events of extreme cold/freezing is appropriate.
- The state may initiate specified actions independently, but will communicate to and coordinate those actions with local government.
- The state actions identified in the plan will assist local government.
- Local government may have programs to address extreme cold/freezing, and those programs may vary in organization and operation but are consistent with SEMS and NIMS.
- Nothing in this plan serves to restrict local operations as long as they are consistent with SEMS and NIMS.

### 6. State Roles and Responsibilities

State agencies with lead and support roles in responding to disasters and emergencies, including extreme cold/freeze emergencies, will act in accordance with agency and departmental emergency response plans, policies and procedures established for their duty officers and emergency operations centers (EOCs). They include Cal OES Regional Operations Centers (REOCs), the California Health and Human Services Agency (CHHS)/California Department of Public Health (CDPH)/Emergency Medical Services Authority (EMSA) Joint Emergency Operations Center (JEOC)/Medical and Health Coordination Center (MHCC), EMSA's Department Operations Center (DOC), the California Department of Food and Agriculture (CDFA) and California Department of Social Services (CDSS) emergency operations centers, the Cal OES State Operations Center (SOC) and any other involved state agency DOCs. The Franchise Tax Board and Cal OES will also follow established procedures for the operation of the call center as needed and agreed upon per a memorandum of understanding. All state response will be coordinated through the Cal OES State Operations Center, the involved REOC(s) and with local operational areas (OAs).

If activated for an extreme cold/freeze emergency, the SOC organizational structure and basic staffing is depicted in the following chart:

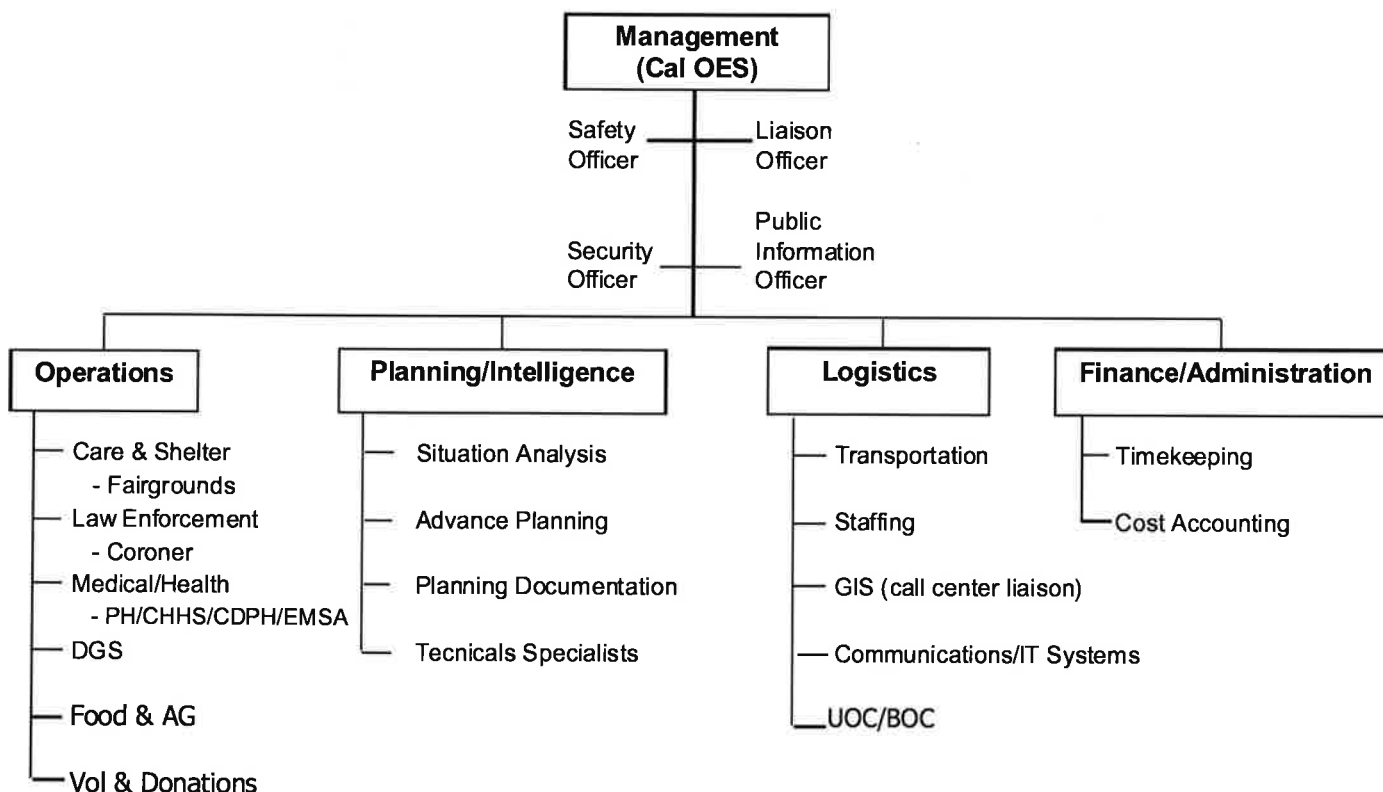


Fig. 1 SOC Organizational Structure and Basic Staffing

Recovery efforts, although initially activated in the response phase of the emergency, are mostly conducted following the response phase, and could last weeks, months or years to completion.

Associated extreme cold/freeze emergency tasks and departmental responsibilities depicted below are consistent with those identified in the State Emergency Plan. Color code as follows:

Gray: State Agencies    Orange: NGOs    Yellow: Commissions    Purple: Private    Blue: Federal

Department/Agency	Responsibility
California State Warning Center (CSWC), Cal OES	Statewide emergency notification
California Governor's Office of Emergency Services (Cal OES)	Emergency management – all SEMS/NIMS functions – recovery programs
Cal OES Law Enforcement Branch	Law enforcement/coroner operations
California Department of Aging (CDA)	Senior, disability and caregivers services
California State Transportation Agency (Cal STA)	Loan guarantees for farm & agriculture-related enterprises
California National Guard (CNG)	Logistical support – armories
California Volunteers	Disaster volunteer coordination
California Department of Community Services & Development (CSD)	Community Service Block Grants (CSBG), Low Income Home Energy Assistance Program (LIHEAP) – migrant programs
Department of Developmental Services (DDS)	Assistance to community-based programs serving people with developmental disabilities
California Department of Food and Agriculture (CDFA)	Agricultural livestock - pet issues - fairground facilities-link to agriculture commissioners & growers
Department of General Services (DGS)	Logistical support – procurement, updated list of state facilities that could be used for warming centers
California Department of Health and Human Services (CDPH)	Public health – programs and services and offers access to resources
Department of Health Care Services (DHCS)	Public health – food programs – MediCal – drinking water programs – WIC
California Department of Public Health (CDPH)	Public health emergency preparedness Crisis Counseling Immediate Services, Crisis Counseling regular program
California Department of Industrial Relations and Cal/OSHA	Protects workers from health and safety hazards on the job in almost every workplace in California through its research and standards, enforcement, and consultation programs.
Department of Housing & Community Development (HCD)	Housing programs
Department of Rehabilitation (DOR)	Advise on disability issues/needs and provide assistance to the disability community
Department of Social Services (DSS)	CalWORKs cash aid (including immediate need), food stamp benefits (including expedited service and/or disaster food stamp benefits), food commodities programs and coordination of state resource in support of local government and ARC shelters.
Department of Transportation (Cal TRANS)	Transportation – Public works
Emergency Medical Services Authority (EMSA)	Emergency medical care
Employment Development Department (EDD)/ Labor & Workforce Development Agency (LWDA)	Unemployment insurance, disaster unemployment assistance, job training services

Department/Agency	Responsibility
California Dept. of Community Services & Development (CSD)	Partners with private, non-profit and local government community service providers.
Franchise Tax Board (FTB)	Activating the 1-800 number call center
American Red Cross (ARC)	Food and shelter
The Salvation Army	Food and shelter – utility assistance
California Foundation for Independent Living Centers (CFILC)	Connection to the disability community
Voluntary/Community-Based Organizations	Mortgage/rental assistance, food, shelter and clothing
Regional Centers on Developmental Disabilities	Case management and purchase of services for people with developmental disabilities
Agriculture Labor Relations Board	Language translators/mobile offices
Public Utilities Commission (PUC)	Deferred payment plans
California Independent System Operator (CAISO)	Manages the state electrical grid
Pacific Gas & Electric (PG&E) – SMUD – SCE - Gas company - SDG&E - Others [Private]	Low Income Energy Assistance
USDA Farm Service Agency [Federal]	Emergency Loan Program for farmers and ranchers crop production and physical losses
USDA Food and Nutrition Service [Federal]	Disaster – Supplemental Nutrition Assistance Program (D-SNAP)
US Small Business Administration [Federal]	Low-interest loans for economic losses to main street and agri-related businesses
Other federal agencies	FEMA (crisis counseling program) – US Dept. of Labor (DUA), NWS (warnings)

**7. State Concept of Operations**

The state operations described in this plan will be activated at the direction of the Cal OES Director. Local operations will be activated locally according to local plans, policies and procedures.

This plan can be activated at any of the three phases as described in Part 8. The specific actions to be taken by the state agencies are described in the **State Agency Activation Activities/Checklists** (page 10). In addition to the actions described, the state may, if necessary, provide supplemental support to local activities during any of the three phases of an extreme cold/freezing emergency situation.

All state actions will be coordinated with the affected local governments through the Cal OES regions, REOC(s) and the local coordination links used by the other key state agencies. It is essential that the affected local agencies and all the key state response agencies are informed of all state actions that will be taken during Phases II and III of extreme cold/freezing emergency events. It is equally important for the state to be apprised of local actions. This communication is facilitated through the SEMS/NIMS functions, the activated EOCs, Response Information Management System (RIMS) reports (on-line) and by phone calls to constituents.



## 8. State Activation Phases

Extreme cold/freeze emergency response will be carried out in consultation and coordination with the Cal OES regions and operational areas (OAs) impacted using the following phases as guidelines to determine the most appropriate level of state response.

### Phase I: Seasonal Readiness

Seasonal readiness occurs during the months of November to February in order to prepare for and maintain a state of increased readiness.

Phase I actions include:

- Initial notification of key stakeholders.
- Review of existing plans, procedures and resources.
- Verification of use/availability of key facilities.
- Updating/validating notification processes.
- Preparing to initiate awareness campaigns.
- Orientation and training to plans and procedures.

*(See page 11 for the complete list of Phase I actions.)*

### Phase II: Extreme Cold/Freeze Alert

Phase I actions continue during this phase as contact with local agencies and coordination among state agencies increases in anticipation of activating Phase II or Phase III of this plan. Phase II actions will be initiated when one or more of the following conditions exist:

- National Weather Service issues a cold or freeze warning indicating extreme cold or freeze for three days or more.
- Extreme cold/freeze accompanied by electrical blackouts or rotating blackouts or power outages, e.g., California Independent System Operator (CAISO) Stage 3 Electrical Emergency during periods of cold weather.
- Notification from an operational area that jurisdictions have issued a special notice (warning, alert, etc.).
- Abnormal animal mortality rates or loss of agricultural crops associated with extreme cold weather.

Phase II actions include:

- Initial coordination call and periodic or daily calls as needed among the key state agencies and the potentially affected operational areas and regions (see page 53 for sample agenda for daily calls) with weather and power updates.
- CDPH coordinates with local public health to ensure contact with those most vulnerable to the cold, and advises Cal OES of any potential public health issues.
- CDFA advises Cal OES of any potential agriculture or livestock issues.
- Increasing public information efforts.
- Confirm details of agency participation and staffing patterns.
- Stand-by and activation (if needed) of state-owned facilities as warming centers.
- If warming centers are open:

- Activation of the toll-free information number.
- Activation of the web portal with links to the OA offices, warming center locations and instructions for establishing warming centers.

*(See page 12 for the complete list of Phase II actions.)*

### **Phase III – Extreme Cold/Freeze Emergency**

Phase III actions are taken when conditions pose severe threat and one or more of the following exists:

- Notification from an operational area that one or more jurisdictions have proclaimed an emergency related to extreme cold.
- National Weather Service extreme cold/freeze warnings or wind chill warnings indicate weather conditions of extreme cold/freeze conditions that endanger human life with credible weather forecasts of extremely cold/freezing weather for more than three days. These weather conditions include low daytime temperatures accompanied by night temperatures of 32 degrees Fahrenheit, or less.
- Abnormal human medical emergencies and mortality due to extreme cold/freeze conditions.
- Abnormal animal mortality rates or loss of agricultural crops due to extreme cold/freeze conditions.
- CAISO Stage 3 Electrical Emergency and/or extended power outages expected during extreme cold/freeze conditions.

When the cumulative effect of such factors as described above results in a health or agricultural emergency, as determined by the Governor, agencies under the Governor (such as Health & Human Services Agency and the Department of Food and Agriculture) will be advising the Governor on the overall status of the emergency.

Phase III efforts include urgent and comprehensive actions to complement and support local actions during the most severe cold/freeze conditions. Requests for mutual aid and state assistance can be expected.

Phase III actions include:

- Coordinating calls (see page 53 for sample daily call agenda) will increase as needed.
- The Cal OES Director will advise the Governor on local activities and needs.
- Mobilizing warming centers.
- The SOC and REOC staffing levels will be enhanced as needed.
- The Cal OES Director may convene key state response agencies to identify any regulatory and executive actions the Governor may be advised to take to alleviate the situation, including the proclamation of a state of emergency.

*(See page 18 for the complete list of Phase III actions.)*

## **9. STATE AGENCY Activation Activities/Checklist**

The following tables describe the activities that will be taken by state agencies during the three phases of the plan.

**Phase I: Seasonal Readiness**

Seasonal readiness occurs during the months of November to February in order to prepare for and maintain a state of increased readiness. It is the actions that take place prior to receiving warnings from the National Weather Service.

<b>Responsible Agency/Dept.</b>	<b>Phase I Activities</b>
<b>Key State Response Agencies</b>	<ul style="list-style-type: none"> <li>• Key state agencies review own procedures and resources to identify any issues or problems.</li> <li>• Collaborate to identify any anticipated needs or problems.</li> </ul>
<b>Cal OES / CSWC</b>	<ul style="list-style-type: none"> <li>• Establish link with NWS for weather alerts, watches and warnings.</li> </ul>
<b>Cal OES Affected Region</b>	<ul style="list-style-type: none"> <li>• Contact OAs to determine that seasonal readiness efforts are in place at the local level.</li> <li>• MARAC presentations by NWS.</li> </ul>
<b>Cal OES / Franchise Tax Board</b>	<ul style="list-style-type: none"> <li>• Cal OES reviews the Extreme Cold/Freeze Emergency Contingency Plan.</li> <li>• Cal OES Office of Crisis Communications &amp; Public Affairs (OPM) posts seasonal readiness campaign material on the Cal OES website.</li> <li>• Cal OES/FTB anticipates the possibility of activating the 1-800 number and the Cold/Freeze Emergency Web Portal should the weather require such measures be taken.</li> </ul>
<b>Cal OES Office of Crisis Communications and Public Affairs and CA Health and Human Services agencies:</b>	<ul style="list-style-type: none"> <li>• Coordinated or joint press statements increasing awareness of the risk from extreme cold/freeze for vulnerable populations, including the disability community, and the general public will be released.</li> <li>• Cal OES/CHHS agencies seasonal readiness campaign material includes a reminder to the disability community to identify their local paratransit/transportation provider that would be used in an emergency or disaster.</li> <li>• Include in any ongoing seasonal preparedness media campaign information about the risk from extreme cold/freeze and ways to mitigate effects.</li> </ul>
<b>CA Dept. of Food and Agriculture</b>	<ul style="list-style-type: none"> <li>• Review NWS watches and warnings, and advise Cal OES of any potentially serious agriculture or livestock issues.</li> <li>• Provide hazard-related information to Cal OES to ensure effective coordination and decision making.</li> <li>• Identify a public information representative to coordinate emergency public information with Cal OES.</li> </ul>
<b>CA Dept. of General Services</b>	<ul style="list-style-type: none"> <li>• Provide Cal OES with an updated list of state facilities that could be used for warming centers.</li> </ul>
<b>CA Dept. of Public Health / Department of Health Care Services</b>	<ul style="list-style-type: none"> <li>• Review NWS watches and warnings, and advise Cal OES of any potentially serious public health issues.</li> <li>• Ensure that licensees are aware of how to respond if an emergency/crisis occurs.</li> <li>• CDPH Licensing and Certification issues cold/freeze information to care facilities with information on caring for patients/residents during extreme cold conditions and the reporting process facilities must follow to report any unusual occurrence related to the extreme cold.</li> <li>• While on-site for annual reviews, CDPH licensing reviewers ensure that the Mental Health Rehabilitation Centers (MHRC) and Psychiatric Health Facilities (PHF) facility disaster and emergency preparedness plans are reviewed, updated and sufficient to address the needs of all possible emergencies and disasters.</li> <li>• Drinking water preparedness.</li> </ul>
<b>CA Department of Industrial Relations and Cal/OSHA</b>	<ul style="list-style-type: none"> <li>• Notify state agencies/departments and offices to protect workers from health and safety hazards on the job to extreme cold temperatures in impacted areas of California and standards, enforcement, and consultation programs available.</li> </ul>

Responsible Agency/Dept.	Phase I Activities
<b>CA Dept. of Social Services</b>	<ul style="list-style-type: none"> <li>• CDSS Community Care Licensing—Distribute extreme cold/freeze information during orientations and site visits. Post the information on the CCL website and include it in licensing quarterly updates. Request provider associations to disseminate the information on their websites and in other communications to providers.</li> <li>• CDSS Community Care Licensing—During site visits, review facility emergency disaster plans to ensure that they are current and include contingency plans for all foreseeable emergencies and disasters.</li> </ul>
<b>CA National Guard</b>	<ul style="list-style-type: none"> <li>• Identify armories for use as warming centers.</li> </ul>
<b>CA Dept. of Developmental Services</b>	<ul style="list-style-type: none"> <li>• DDS quality assurance system ensures that state developmental centers and state-operated community facilities emergency preparedness plans are reviewed, updated and sufficient to address the needs of all possible emergencies and disasters. Contract requirements for regional centers emergency preparedness plans are monitored for compliance.</li> </ul>
<b>CA Dept. of Community Services &amp; Development</b>	<ul style="list-style-type: none"> <li>• CSD partners with private, non-profit and local government community service providers dedicated to helping low-income families achieve and maintain self-sufficiency, meet their home energy needs and reside in housing free from the dangers of extreme cold weather hazards.</li> </ul>
<b>CA Dept. of Community Services &amp; Development</b>	<ul style="list-style-type: none"> <li>• Community Service Block Grants (CSBG), Low Income Home Energy Assistance Program (LIHEAP) – migrant programs</li> </ul>
<b>CA Employment Development Department</b>	<ul style="list-style-type: none"> <li>• Provide Cal OES Crisis Communication and Public Affairs information related to assistance programs that will be available in extreme cold/freeze conditions as applicable to farm workers and related business workers who may lose employment due to the weather conditions.</li> </ul>

**Phase II: Cold/Freeze Alert**

Phase II actions are taken as a result of a cold or freeze warning issued by the National Weather Service (NWS) indicating prolonged extreme cold or freezing temperatures are expected, or of power outages during colder than normal weather conditions. Phase I actions continue during this phase as contact with local agencies and coordination among state agencies increases in anticipation of activating Phase III of this plan.

Phase II actions will be initiated when one or more of the following conditions exist:

- National Weather Service issues a warning indicating extreme cold or freeze for three days or more.
- Extreme cold/freeze accompanied by electrical blackouts or rotating blackouts or power outages, e.g., CAISO Stage 3 Electrical Emergency during periods of cold weather.
- Notification from an operational area that jurisdictions have issued a special notice (warning, alert, etc.).
- Abnormal animal mortality rates or loss of agricultural crops associated with extreme cold weather.

Responsible Dept./Agency	Phase II Activities
<p><b>National Weather Service (NWS)</b></p> <ul style="list-style-type: none"> <li>Send notifications to CA State Warning Center (CSWC).</li> </ul>	
<p><b>CA State Warning Center</b></p> <ul style="list-style-type: none"> <li>Notify Cal OES and appropriate state agency duty officers, the Cal OES regional administrators (RA), the Governor's office and executive staffs that a cold/freeze warning has been issued.</li> </ul>	
<p><b>Key state response agencies</b></p> <ul style="list-style-type: none"> <li>Collaborate to identify any anticipated needs or problems.</li> </ul>	
<p><b>Cal OES / SOC / Affected Regions</b></p> <ul style="list-style-type: none"> <li>Initiate communication/coordination with key state response agencies and local authorities.</li> <li>Coordinate to determine the readiness and availability of resources.</li> <li>Cal OES stands ready to activate the Extreme Cold/Freeze Emergency Web Portal, the warming center database that reflects local information. Cal OES/FTB stand ready to activate the 1-800 number as conditions and situation requires.</li> <li>SOC/REOC stands ready to activate as conditions and situation require.</li> <li>State resources will be directed as necessary to assist local governments.</li> </ul> <p><i>State agencies will coordinate with CAISO and municipal utilities to determine power availability.</i></p> <p><b>Cal OES / SOC / Affected Region(s) Duty Officers</b></p> <p><u>Cal OES Executive Duty Officer (EDO) will make appropriate internal Cal OES notifications.</u></p> <ul style="list-style-type: none"> <li>Activate Contingency Plan for Extreme Cold/Freeze Emergencies.</li> <li>Disseminate the scope of the alert to the operational areas.</li> <li>Notify FTB to stand-by to or establish the toll-free phone number.</li> <li>Stand-by or initiate the daily key state response agencies conference calls and reports - will commence to determine the current situation and the readiness and availability of potentially needed resources.</li> <li>Activate with a focused coordination with local governments to assist in the establishment of warming centers at fairgrounds and state buildings. (LOCAL WARMING CENTERS SHOULD HAVE ALREADY BEEN IDENTIFIED IN LOCAL PLANS AND MAY BE OPENING IN THIS PHASE.)</li> <li>Assess resource needs with affected localities and acquisition of appropriate resources will be initiated, if not already underway.</li> <li>Release critical pre-scripted and event-related public safety information.</li> <li>State Operations Center (SOC) and Regional Emergency Operations Center (REOC) stand-by.</li> <li>Develop staffing patterns as necessary.</li> <li>Give daily briefing to Governor's office.</li> <li>Notify all key state response agencies and provide current situation information.</li> <li>Schedule conference calls once daily concerning weather, electrical power and situational status. (Conference call agenda format in appendices.)</li> <li>Quickly identify gaps in contacts, especially with vulnerable populations, disability community, warming centers and transportation.</li> <li>Cal OES regional offices contact all local emergency managers on a daily basis.</li> </ul> <p><u>Cal OES Operations</u></p> <ul style="list-style-type: none"> <li>Activate the Cal OES Extreme Cold/Freeze Emergency Portal on RIMS and the Warming Center Map information on the Cal OES home page.</li> <li>Ensure that updated timely information is communicated to FTB for use in responding to calls on the 1-800 number, if activated.</li> <li>Cal OES tasks California Department of Food and Agriculture (CDFA) to open state fairground warming centers in the affected area if needed to augment local warming centers already open.</li> <li>Cal OES tasks California National Guard to open armories if needed to augment local warming centers already open.</li> <li>Cal OES, CDPH and EMSA contact local emergency management, local emergency medical and local public</li> </ul>	

Responsible Dept./Agency	Phase II Activities
	<p>health offices to determine the adequacy of transportation for vulnerable populations, including the disability community.</p> <ul style="list-style-type: none"> <li>• Respond appropriately to all requests for assistance.</li> <li>• Cal OES Law Enforcement Branch coordinates with the county coroners' offices to track mortality data.</li> <li>• Cal OES Law Enforcement Branch collects death-related information.</li> <li>• Cal OES Law Enforcement Branch coordinates security for state shelters, if necessary.</li> </ul>
	<p><b>Cal OES Office of Public Crisis Communications and Public Affairs</b></p> <ul style="list-style-type: none"> <li>• Measures identified in the Public Information Dissemination section of this document.</li> <li>• Coordinated or joint press statements increasing awareness of the risk from extreme cold/freeze conditions for vulnerable populations, including the disability community, and the general public will be released.</li> <li>• Public safety announcements will be issued through media sources, associations, the internet, volunteer and service organizations and the private sector; disability community reminded to identify contact number for local paratransit/transportation they would use during an emergency.</li> <li>• Issue pre-scripted tips to media outlets and local governments through SEMS, websites, service clubs, associations, NGOs, volunteer organizations, faith-based organizations and the disability community.</li> <li>• Schedule news conferences.</li> <li>• Distribute to the impacted OAs and Cal OES regional administrators extreme cold/freeze emergency pre-scripted educational materials specific to the cold/freeze event at hand.</li> <li>• Commence press conferences to ensure the public is kept informed concerning actions underway and assistance available.</li> <li>• Issue materials focused on vulnerable populations, including the disability community, with links to local resources.</li> <li>• Issue public notices in coordination with CDPH and EMSA in the affected area through TV/radio, including ethnic and disability community media, through the above-named agencies, specific businesses and sport venues with specific risk reduction guidance and notification to check on vulnerable populations (neighbors, those living alone, children, physically impaired, medically fragile, etc.).</li> <li>• Cal OES, CDPH and EMSA public information officers are notified and briefed by their respective duty officers.</li> <li>• Cal OES, CDPH and EMSA issue joint press release.</li> <li>• Notifications by Cal OES and/or CDPH and EMSA to specific businesses and sport venues, outdoor public events, with specific risk reduction guidance</li> <li>• Cal OES Public Information Officer (PIO) requests other state agency PIOs and Cal OES regional administrators to distribute to the impacted operational areas the following:             <ul style="list-style-type: none"> <li>• Extreme cold/freeze emergency educational materials.</li> <li>• Information about the Cal OES Extreme Cold/Freeze Emergency Portal in RIMS.</li> <li>• Warming Center Map database.</li> <li>• State-operated warming centers.</li> </ul> </li> <li>• Notifications by Cal OES and/or CDPH strongly encouraging to check on vulnerable populations, including the disability community, known to the county or served by the county-run programs, including but not limited to single resident occupancy (SRO) buildings, neighbors, those living alone, children, people with disabilities and the medically fragile.</li> </ul>
	<p><b>CA Dept. of Aging</b></p> <ul style="list-style-type: none"> <li>• Instruct local ombudsman programs to report back to CDA any skilled nursing or residential care facility complaints they receive related to temperature conditions in the facility or safety issues related to the extreme cold/freeze conditions.</li> <li>• Advise all CDA contractors of the extreme cold/freeze advisory warnings, public health alerts being issued and the availability of extreme cold/freeze conditions tip sheets that are available on the Cal OES, CDPH and CDA websites for dissemination.</li> <li>• Request that any shortages of supplies/equipment that contractors are encountering be communicated to CDA.</li> <li>• Remind contractors that they need to request additional resources through their county office of emergency services.</li> <li>• Instruct CDA contractors to continue to provide them with updated extreme cold/freeze emergency-related</li> </ul>

Responsible Dept./Agency	Phase II Activities
	information until the extreme weather condition ends.
<b>CA Dept. of Food and Agriculture</b>	<ul style="list-style-type: none"> <li>Review NWS watches and warnings and advise Cal OES of any potentially serious agriculture or livestock issues.</li> <li>Provide hazard-related information to Cal OES to ensure effective coordination and decision making.</li> <li>Notify Cal OES PIO of the identified CDFA public information representative to coordinate emergency public information with Cal OES.</li> <li>Fairgrounds identification/preparation.</li> <li>Identify shelter facilities to be used for warming centers if requested by locals through Cal OES.</li> <li>Outreach to agricultural commissioners and growers if significant agricultural impacts expected.</li> </ul>
<b>CA Dept. of General Services</b>	<ul style="list-style-type: none"> <li>Assist Cal OES with procurement contracts.</li> </ul>
<b>CA Dept. of Public Health/Health Care Services</b>	<ul style="list-style-type: none"> <li>Review NWS watches and warnings, and advise Cal OES of any potentially serious public health issues.</li> <li>Notify Cal OES PIO of the identified CDPH public information representative to coordinate emergency public information with Cal OES.</li> <li>Develop public health criteria for warming facilities keeping in mind that pets may be in the facility, the needs of vulnerable populations, including the disability community, and possible 24-hour operations.</li> <li>CDPH and EMSA coordinate and disseminate information specific to the extreme cold/freeze emergency alert event to local public health officers/departments, the MHOACs, RDMHCs, RDMHS and LEMSAs via conference calls and/or the California Health Alert Network (CAHAN).</li> <li>Notify executive staff and programs (i.e. Licensing and Certification, EPO, PIO) of the alert and the potential for redirection of staff activities for surveillance, information gathering, JEOC activation, etc.</li> <li>Determine, in conjunction with EMSA, whether to activate the JEOC.</li> <li>Contact and coordinate, via conference calls and CAHAN, with the following: local public health officers; CDPH executive staff and programs (i.e. Licensing and Certification), Emergency Preparedness Office (EPO) and public information officer.</li> <li>CDPH Licensing and Certification - oversee cold/freeze-related unusual occurrences reported by health care facilities in affected areas until they are resolved.</li> <li>Drinking water system outreach.</li> </ul> <p><u>CDPH Operations</u></p> <ul style="list-style-type: none"> <li>Collect local health-related information from local health departments in affected areas first.</li> <li>CDPH Licensing and Certification – provide long-term care facilities information on caring for patients/residents during extreme cold conditions and the reporting process facilities must follow to report any unusual occurrence related to the extreme cold.</li> <li>Continue having Mental Health (MH) licensing reviewers ensure that the MHRC and PHF facility disaster and emergency preparedness plans are reviewed, updated and sufficient to address the needs of all hazards emergencies and disasters.</li> <li>All facilities ensure that nursing staff are familiar with patients taking antipsychotic and other forms of medications that have possible drug reactions to extreme cold or freezing conditions. Warm clothing and prompts to drink warm fluids are also available for patients and staff as needed. Outdoor activity is avoided.</li> <li>Contact county mental health directors and all licensed facilities to ensure that they have all necessary information regarding locating warming centers and access to warming tips. For licensed facilities, determine if additional assistance is needed and take appropriate action.</li> <li>MH Licensing and Certification will ensure that all MHRCs and PHFs are alerted to any extreme cold/freeze emergency advisories and/or warnings and alerts that impact their geographic area. (This is currently in practice based upon the daily notices issued by the Cal OES Warning Center.)</li> <li>MH Licensing and Certification will also ensure that host counties (MHPs) of MHRCs and PHFs are alerted to any extreme cold/freeze emergency advisories and/or warnings and alerts that impact their geographic area and will request the MHP monitor and provide appropriate assistance to the facility under their jurisdiction as needed.</li> <li>MH Licensing and Certification will provide extreme cold/freeze emergency-related tips/information to all MHRCs and PHFs. Specifically, DMH Licensing and Certification will request all providers of MHRCs and PHFs to</li> </ul>

Responsible Dept./Agency	Phase II Activities
	<p>implement numerous procedures to protect the health and safety of residents and staff, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Providing the contact information to the community emergency preparedness networks to identify warming centers and resources for assisting persons to access those sites if needed.</li> <li>• Curtailing or suspending outdoor activities.</li> <li>• Providing for alternate activities for residents in heated areas.</li> <li>• Providing warm fluids and warm clothing.</li> <li>• Distributing reminders to staff regarding precautionary measures.</li> <li>• While on-site for annual reviews, MH licensing reviewers ensure that the MHRC and PHF facility disaster and emergency preparedness plans are reviewed, updated and sufficient to address the needs of all hazards emergencies and disasters.</li> </ul>
<p><b>CA Dept. of Social Services</b></p> <p><u>CDSS Community Care Licensing (CCL):</u></p>	<ul style="list-style-type: none"> <li>• Alert affected licensing offices to any extreme cold/freeze advisory warnings. Post emergency updates, including how to find a warming center (if open) on the CCL website as warranted. Contact provider associations to advise them of the warnings/updates as deemed necessary.</li> <li>• Monitor any unusual extreme cold/freeze-related occurrences or emergencies reported by licensed facilities, and provide assistance as needed.</li> <li>• Provide the state-level Cal OES office with lists of licensed community care and child care facilities in the affected jurisdiction(s) on a flow basis and as needed in response to specific extreme cold/freeze-related events.</li> <li>• CDSS Adult Programs Branch will issue an All County Information Letter (ACIN) directing counties to contact Adult Protective Services (APS)/In-Home Support Services (IHSS) recipients to evaluate their safety in the event of extreme cold/freeze alert.</li> <li>• CDSS post cold weather advisory tips/information on the CDSS website. CDSS Adult Programs Branch is prepared to forward this information to each county, the California Association of Public Authorities (CAPA) and the California Welfare Directors Association (CWDA) when a cold/freeze alert is issued.</li> <li>• CDSS will ask providers and service workers to contact clients, the most vulnerable first.</li> <li>• Assess state commodity reserves that can be used for disaster response.</li> <li>• Establish communications with the local food banks to determine their inventory and needs.</li> <li>• CDSS will regularly communicate with local food banks to assess any increased participation rates and provide additional food when necessary and available.</li> <li>• Identify staffing for activated warming centers or shelters in support of local government in accordance with the Standardized Emergency Management System.</li> </ul>
<p><b>CA National Guard</b></p>	<ul style="list-style-type: none"> <li>• Prepare armories for activation as warming centers if requested.</li> </ul>
<p><b>CA Dept. of Developmental Services</b></p>	<ul style="list-style-type: none"> <li>• Notify community-based programs serving people with developmental disabilities regarding any status changes and monitor their statuses.</li> <li>• DDS quality assurance system ensures that state developmental centers and state-operated community facilities emergency preparedness plans are reviewed, updated and sufficient to address the needs of all possible emergencies and disasters. Contract requirements for regional centers emergency preparedness plans are monitored for compliance.</li> <li>• Ensure that all developmental centers, state-operated community facilities and regional centers are alerted to any extreme cold/freeze warnings that impact their geographic area. (This is currently in practice based upon the daily notices issued by the Cal OES Warning Center.)</li> <li>• State developmental centers and state-operated community facilities will implement various procedures to protect the health and safety of residents and staff, including, but not limited to the following:</li> <li>• Curtailing or suspending outdoor activities.</li> <li>• Closing training sites that lack adequate heating.</li> <li>• Providing for alternate activities for residents in heated areas.</li> </ul>



Responsible Dept./Agency	Phase II Activities
	<ul style="list-style-type: none"> <li>• Providing extra fluids and warmer clothing.</li> <li>• Adjusting employee work schedules to avoid strenuous outside assignments in the extreme cold/freeze conditions.</li> <li>• Distributing reminders to staff regarding precautionary measures.</li> <li>• Regional centers will initiate contact with their community emergency preparedness networks to identify warming centers and resources for assisting persons to access those sites if needed.</li> <li>• Regional centers will initiate contact with service providers and consumers who live independently to provide them with information about precautionary measures for protecting the health and safety of consumers and staff, identification of warming centers and other pertinent information.</li> </ul>
<p><b>CA Dept. of Rehabilitation</b></p>	<ul style="list-style-type: none"> <li>• Notify community-based organizations serving people with disabilities regarding any status changes and be available to advise Cal OES on potential issues and needs of the community.</li> <li>• DOR will place staff on call, including qualified sign language interpreters, to provide assistance if necessary.</li> <li>• Advise on accessibility of and taking measures to ensure usability of shelters.</li> <li>• As needed, work with Cal OES to arrange for the provision of services to consumers.</li> <li>• Notify all Independent Living Centers (ILCs) to advise of appropriate measures to take in the extreme cold/freeze emergency conditions.</li> <li>• Assess needs of individuals with disabilities and relay information to appropriate affiliated agency.</li> </ul>
<p><b>CA Employment Development Department</b></p>	<ul style="list-style-type: none"> <li>• Prepare to respond to possible increase in unemployment resulting from an extreme cold/freeze emergency.</li> <li>• Provide access to Individual Assistance for Unemployment. (This program is available on regular basis.)</li> <li>• Anticipate the possible need for providing access to Insurance &amp; Disaster Unemployment Assistance (Funded by Department of Labor through EDD in the case of a Presidential disaster declaration) and take preparatory actions as appropriate to the situation.</li> </ul>
<p><b>CA Department of Industrial Relations and Cal/OSHA</b></p>	<ul style="list-style-type: none"> <li>• Protect workers from health and safety hazards on the job related to extreme cold temperatures in impacted areas of California and standards, enforcement, and consultation programs available.</li> </ul>
<p><b>CA Dept. of Education</b></p>	<ul style="list-style-type: none"> <li>• Notify schools to review school procedures and practices for measures school children and schools should take in extreme cold/freeze emergency conditions.</li> </ul>
<p><b>CA Emergency Medical Services Authority</b></p>	<ul style="list-style-type: none"> <li>• Disseminate hazard-related information to regional and local medical partners. Prepare to provide medical assistance upon request to support local medical system needs.</li> <li>• Communicate EMSA's activities to executive management and California Health &amp; Human Services Agency (CHHSA).</li> <li>• EMSA and CDPH coordinate information dissemination specific to the extreme cold/freeze emergency alert event to local public health officers/departments, the MHOACs, RDMHCs, RDMHS and LEMSAs via conference calls and emails and/or CAHAN.</li> <li>• Determine, in conjunction with CDPH, whether to activate the JECC/MHCC.</li> <li>• Maintain communication with REMHCs, RDMHSs, MHOACs and LEMSAs to identify potential needs for medical assistance to local government.</li> <li>• Coordinate with CDPH and CDSS on potential medical support needed in support of local or state shelters.</li> </ul>

**Phase III – Extreme Cold/Freeze Emergency**

Phase III actions are taken when conditions pose severe threat and one or more of the following exists:

- Notification from an operational area that one or more jurisdictions have proclaimed an emergency related to extreme cold.

- National Weather Service extreme cold/freeze warnings or wind chill warnings indicate weather conditions of extreme cold/freeze conditions that endanger human life with credible weather forecasts of extremely cold/freezing weather for more than three days. These weather conditions include low daytime temperatures accompanied by night temperatures of 32 degrees Fahrenheit, or less.
- Abnormal human medical emergencies and mortality due to extreme cold/freeze conditions.
- Abnormal animal mortality rates or loss of agricultural crops due to extreme cold/freeze conditions.
- CAISO Stage 3 Electrical Emergency and/or extended power outages expected during extreme cold/freeze conditions.

Responsible Agency/Dept.	Phase III Activities
<b>National Weather Service (NWS)</b>	<ul style="list-style-type: none"> <li>• Send notifications to California State Warning Center (CSWC).</li> </ul>
<b>CSWC</b>	<ul style="list-style-type: none"> <li>• CSWC notifies Cal OES, key state agencies, CDPH and EMSA duty officers, the Governor's office and executive staffs that extreme cold/freeze emergency has been issued.</li> </ul>
<b>Key State Response Agencies</b>	<ul style="list-style-type: none"> <li>• Increase coordination with local and state agencies.</li> </ul>
<b>Cal OES Director</b>	<ul style="list-style-type: none"> <li>• Advise Governor on local activities and needs.</li> <li>• In conjunction with key state response agencies, identify any rules and executive actions the Governor may be advised to take to alleviate the situation, including the proclamation of a state of emergency by the Governor.</li> </ul> <p><b><u>A State of Emergency Proclamation by the Governor is warranted when:</u></b></p> <ul style="list-style-type: none"> <li>• There exists conditions of disaster or of extreme peril to the safety of persons, which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission [Government Code Sections 8558(b)and 8625(a)]; or</li> <li>• The Governor is requested to do so by the mayor of a city or the chairman of the county board of supervisors or the county administrative officer [Section 8625(b)]; or</li> <li>• The Governor finds that local authority is inadequate to cope with the emergency [Section 8625(C)]; and</li> <li>• Local emergency response costs are significant to make these costs eligible for reimbursement under the California Disaster Assistance Act or as a prerequisite for a request for federal disaster assistance for state and local governments.</li> <li>• Proclamation gives the Governor authority: (a) over all agencies of the state government (Section 8627) to provide supplemental services and equipment to political subdivisions in order to provide for the health and safety of the citizens of the affected area (Section 8628); (b) to make, amend or rescind orders and regulations that temporarily suspend any state county, city or special district statute, ordinance regulation or rule imposing non-safety related restrictions on the delivery of emergency necessities distributed through retail or institutional channels, including, but not limited to, hospitals, jails, restaurants and schools [Section 8627.5(a)] and (c) to commandeer or utilize any private property or personnel deemed by him necessary in carrying out the responsibilities vested in him as Chief Executive of the state (Section 8572).</li> </ul>
<b>SOC/Affected Regions/Duty Officers</b>	<ul style="list-style-type: none"> <li>• Conduct daily conference calls with key state response agencies; report on areas impacted, deaths, warming center locations and operations.</li> <li>• Activate the SOC, REOC, CDPH/EMSA JEOC/MHCC and/or EMSA DOC to appropriate levels.</li> <li>• Enhance activation as needed.</li> <li>• Direct requested state resources as necessary to assist local governments.</li> <li>• Develop Cal OES staffing patterns as necessary.</li> </ul>

Responsible Agency/Dept.	Phase III Activities
	<ul style="list-style-type: none"> <li>• Develop action plan.</li> <li>• Establish daily briefing schedule for Governor’s office.</li> <li>• Notify all key state response agencies involved with extreme cold/freeze emergencies and provide current situation information.</li> <li>• Establish a schedule for conference calls twice daily concerning weather, electrical power and operational status, with emphasis on power generation status.</li> <li>• Contact local emergency management agencies at least twice a day.</li> <li>• Quickly identify gaps in contacts, especially with vulnerable populations, warming stations and transportation.</li> <li>• Contact and coordinate with all emergency managers through Cal OES regional offices, RIMS and EDIS.</li> <li>• Cal OES regional offices contact all local emergency managers.</li> <li>• Obtain identification of the warming center locations, including senior centers, community centers, shopping malls, churches and other potential warming centers.</li> <li>• Advise to cancel government sponsored and/or outside school sponsored sporting events with advisories given to those participating in outdoor activities.</li> <li>• Advise local government to do wellness checks on vulnerable populations.</li> <li>• Advise local governments to implement plans for dealing with vulnerable populations, including but not limited to SROs and outreach to the homeless.</li> <li>• Advise impacted/affected local governments that have social service, public health and public safety and community organizations to check on those most at risk, including seniors and people with disabilities living alone and those in single room occupancy buildings.</li> </ul> <p><u>Cal OES Operations</u></p> <ul style="list-style-type: none"> <li>• Maintain the Cal OES/FTB Extreme Cold/Freeze Emergency Portal via RIMS and access the call volumes for the appropriate adjustment to resources (number of phones) committed daily - and the 1 - 800 number.</li> <li>• Cal OES tasks CDFA to open state warming centers in the affected area to augment local warming centers already open.</li> <li>• Cal OES tasks California National Guard to open armories.</li> <li>• Cal OES and CDPH contact local emergency management and health offices to determine the adequacy of transportation for vulnerable populations to warming centers as necessary.</li> <li>• Cal OES/DOR coordinates with the California Foundation for Independent Living Centers (CFILC) to determine the adequacy of transportation for the disability community population living independently.</li> <li>• Cal OES responds appropriately to all requests for assistance.</li> <li>• Cal OES Law Enforcement Branch to collect death-related information.</li> <li>• Cal OES Law Enforcement Branch coordinates security for state shelters if necessary.</li> </ul>
	<p><b>Cal OES Office of Crisis Communications and Public Affairs</b></p> <ul style="list-style-type: none"> <li>• All of the notification actions listed previously in Phases II and III above are undertaken with posting of tips in notices at grocery stores, hospitals, community centers, doctors’ offices and homeless shelters.</li> <li>• Schedule press conferences to inform the public and provide safety information.</li> <li>• Monitor warming centers and their operations.</li> <li>• Continue to issue tips on cold/freeze emergency protective measures through sources previously identified.</li> <li>• Provide links and information on warming centers.</li> <li>• Issue joint press release with CDPH and EMSA.</li> <li>• Request other state agency PIOs and Cal OES RAs to distribute to the impacted OAs the emergency pre-scripted educational materials specific to the extreme cold/freeze event at hand.</li> <li>• Cal OES RA’s disperse pre-scripted information to OAs containing information about Cal OES Extreme Cold/Freeze Emergency Portal in RIMS, the Warming Center Map on the Cal OES home page, the 1-800 number and state-operated warming centers.</li> </ul>
	<p><b>CA Dept. of Alcohol and Drug Programs</b></p> <ul style="list-style-type: none"> <li>• Alcohol &amp; Drug Program (ADP) contact appropriate local alcohol and drug program administrators to assess any disruption in the continuity of services and treatment protocols.</li> </ul>

Responsible Agency/Dept.	Phase III Activities
	<ul style="list-style-type: none"> <li>Report any such disruption to Health and Human Services Agency before being forwarded to Cal OES.</li> </ul>
<p><b>CA Dept. of Aging</b></p>	<ul style="list-style-type: none"> <li>Instruct local ombudsman programs to report back to CDA any skilled nursing or residential care facility complaints they receive related to temperature conditions in the facility or safety issues related to the extreme cold/freeze conditions.</li> <li>Advise all of CDA's contractors of the extreme cold/freeze emergency warnings, public health alerts being issued and the availability of tip sheets that are available on Cal OES's, CDPH, EMSA's and CDA's websites for dissemination.</li> <li>Request that any shortages of supplies/equipment that contractors are encountering be communicated to CDA.</li> <li>Remind contractors that they need to request additional resources through their county OES.</li> <li>Instruct CDA contractors to continue to provide them with updated extreme cold/freeze related information until the extreme weather condition ends.</li> </ul>
<p><b>CA Dept. of Food and Agriculture</b></p>	<ul style="list-style-type: none"> <li>If tasked by Cal OES, open state warming centers in the affected area to augment local warming centers already open.</li> <li>Advise Cal OES of any serious agricultural issues.</li> <li>Outreach to agricultural commissioners and growers if significant agricultural impacts expected.</li> </ul>
<p><b>CA Dept. of Public Health/Health Care Services</b></p>	<ul style="list-style-type: none"> <li>Notify executive staff and programs (i.e. Licensing and Certification, EPO, PIO, Primary and Rural Health Care Systems Branch) of the emergency and the potential for redirection of staff activities for surveillance and information.</li> <li>CDPH and Cal OES PIOs are notified and briefed by their respective duty officers.</li> <li>Contact and coordinate with the following via conference calls and CAHAN:                         <ul style="list-style-type: none"> <li>Local public health officers.</li> <li>CDPH executive staff and programs.</li> <li>Public information officer.</li> </ul> </li> <li>Issue press release in coordination with EMSA and Cal OES, via the JIC at Cal OES.</li> <li>CDPH Licensing and Certification - provide long-term care facilities information on caring for patients/residents during extreme cold conditions and the reporting process facilities must follow to report any unusual occurrence related to the extreme cold.</li> <li>Collect local health-related information from local health departments in affected areas.</li> <li>CDPH Primary and Rural Health Care Systems Branch will provide a list of primary care clinics in the affected counties that provide services to patients regardless of ability to pay.</li> <li>Drinking water system outreach.</li> <li>All facilities ensure that nursing staff carefully monitor patients taking antipsychotic and other forms of medications that have possible drug/cold or freeze exposure interactions. Warm clothing and prompts to drink fluid are also available for patients and staff as needed. Outdoor activities are terminated as needed.</li> <li>Contact county mental health directors and licensed facilities to ensure that they have all necessary information regarding locations of warming centers and access to staying warm tips. For licensed facilities, determine if additional assistance is needed and take appropriate action.</li> <li>MH Licensing and Certification will ensure that all MHRCs and PHFs are alerted to any extreme cold/freeze advisories and/or warnings and alerts that impact their geographic area. (This is currently in practice based upon the daily notices issued by the Cal OES Warning Center.)</li> <li>MH Licensing and Certification will also ensure that host counties [MHPs] of MHRCs and PHFs are alerted to any extreme cold/freeze advisories and/or warnings and alerts that impact their geographic area and will request the MHP monitor and provide appropriate assistance to the facility under their jurisdiction as needed.</li> <li>MH Licensing and Certification will provide cold/freeze-related tips/information to all MHRCs and PHFs. Specifically, MH Licensing and Certification will request all providers of MHRCs and PHFs to implement numerous procedures to protect the health and safety of residents and staff, including but not limited to the following:                         <ul style="list-style-type: none"> <li>Providing the contact information to the community emergency preparedness networks to identify warming</li> </ul> </li> </ul>

Responsible Agency/Dept.	Phase III Activities
	<p>centers and resources for assisting persons to access those sites if needed.</p> <ul style="list-style-type: none"> <li>- Curtailing or suspending outdoor activities.</li> <li>- Providing for alternate activities for residents in heated areas.</li> <li>- Providing extra warm/hot fluids and modified clothing.</li> <li>- Distributing reminders to staff regarding precautionary measures.</li> </ul> <ul style="list-style-type: none"> <li>• While on-site for annual reviews, MH licensing reviewers ensure that the MHRC and PHF facility disaster and emergency preparedness plans are reviewed, updated and sufficient to address the needs of all hazards emergencies and disasters.</li> </ul>
<p><b>CA Dept. of Social Services</b>  <u>CDSS Community Care Licensing:</u></p>	<ul style="list-style-type: none"> <li>• Alert affected licensing offices to extreme cold/freeze advisory warnings. Post emergency updates, including how to find a warming center, on the CCL website as warranted. Contact providers associations to advise them of the warnings/updates as deemed necessary.</li> <li>• Monitor any unusual extreme cold/freeze-related occurrences or emergencies reported by licensed facilities, and provide assistance as needed.</li> <li>• Provide the state-level Cal OES office with lists of licensed community care and child care facilities in the affected jurisdiction(s), on a flow basis and as needed in response to specific extreme cold/freeze-related events.</li> <li>• Contact licensees by telephone in the affected geographic area(s), as needed, to ensure that they have sufficient information and resources to keep clients and residents safe during extreme cold/freeze-related events. If facilities cannot be reached by telephone, visit the facility, as determined to be necessary.</li> <li>• Contact counties to ensure they are monitoring the situation and are in contact with the IHSS recipients. (County welfare departments are responsible for contacting IHSS).</li> <li>• Notify all county IHSS program managers reminding them to begin activating their local extreme cold/freeze emergency response plans.</li> <li>• Collect and record county-action data. This will allow the Adult Programs Branch to report the progress of county actions during an extreme cold/freeze emergency to ensure the safety of this vulnerable population.</li> <li>• Monitor county actions as reported to the Adult Programs Branch as part of the county's cold emergency response plan protocols.</li> <li>• Contact APS agencies and inform them of the extreme cold/freeze emergency and request them to use their existing protocols and systems to prepare individuals or physically check on appropriate individuals considered at risk for safety and/or well-being.</li> <li>• Ensure that all licensing offices are alerted to any extreme cold/freeze advisories, warnings and alerts that impact their geographic area.</li> <li>• Ensure that licensing staff, as needed, contact licensees in their geographic area to ensure that licensees are taking appropriate steps to protect clients and residents, and to determine if additional assistance is needed.</li> <li>• Coordinate with local county food banks to ensure that they have an adequate supply of food to meet any increased participation demands. Ship additional food from the state reserves as necessary and available.</li> <li>• CDSS Adult Programs Branch assists counties that may need clarification regarding the process for obtaining reimbursement of their expenses in the event of a cold/freeze emergency.</li> <li>• Identify staffing for activated warming centers or shelters in support of local government in accordance with the Standardized Emergency Management System.</li> </ul>
<p><b>CaliforniaVolunteers</b></p>	<ul style="list-style-type: none"> <li>• Ensure that volunteer organizations are contacted and utilized as appropriate.</li> </ul>
<p><b>CA National Guard</b></p>	<ul style="list-style-type: none"> <li>• Utilize CNG for person-to-person contact and transportation if the situation is widespread, prolonged or compounded by blackouts.</li> <li>• Open armories for shelters if requested by Cal OES in support of local government to augment local shelters already open.</li> </ul>
<p><b>CA Dept. of Developmental Services</b></p>	<ul style="list-style-type: none"> <li>• Ensure that all developmental centers, state-operated community facilities and regional centers are alerted to any</li> </ul>

Responsible Agency/Dept.	Phase III Activities
	<p>extreme cold/freeze warnings that impact their geographic area. (This is current practice based upon the daily notices from the Cal OES Warning Center.)</p> <ul style="list-style-type: none"> <li>• Ensures all centers comply to state and federal ADA requirements to include intellectual disability, cerebral palsy, epilepsy, autism and related conditions.</li> <li>• Identify services that are provided through state-operated developmental centers and community facilities, and contracts with 21 nonprofit regional centers. The regional centers serve as a local resource to help find and access the services and supports available to individuals with developmental disabilities and their families.</li> <li>• State developmental centers and state-operated community facilities will implement various procedures to protect the health and safety of residents and staff, including, but not limited to:                     <ul style="list-style-type: none"> <li>• Curtailing or suspending outdoor activities.</li> <li>• Closing training sites that lack adequate heating.</li> <li>• Providing for alternate activities for residents in heated areas.</li> <li>• Providing extra fluids and modified clothing.</li> <li>• Adjusting employee work schedules to avoid health hazards from extreme cold/freeze conditions and distributing reminders to staff regarding precautionary measures.</li> </ul> </li> <li>• Regional centers will initiate contact with their community emergency preparedness networks to identify warming centers and resources for assisting persons to access those sites if needed.</li> <li>• Regional centers will initiate contact with service providers and consumers who live independently to provide them with information about precautionary measures to protect the health and safety of consumers and staff, identification of warming centers and other pertinent information.</li> </ul>
<p><b>CA Dept. of Rehabilitation</b></p>	<ul style="list-style-type: none"> <li>• DOR will place staff on call, including qualified sign language interpreters, to provide assistance if necessary.</li> <li>• Notify community-based organizations serving people with disabilities regarding any status changes and be available to advise Cal OES on potential issues and needs of the community.</li> <li>• Advise on accessibility of and taking measures to ensure viability of shelters.</li> <li>• As needed, work with Cal OES to arrange for the provision of services to consumers.</li> <li>• Notify all ILCs to advise of appropriate measures to take in the extreme cold/freeze emergency conditions.</li> <li>• Assess needs of individuals with disabilities and relay information to appropriate affiliated agency.</li> </ul>
<p><b>CA Employment Development Department</b></p>	<ul style="list-style-type: none"> <li>• Provide access to Individual Assistance for Unemployment.</li> <li>• Provide access to Insurance &amp; Disaster Unemployment Assistance (funded by Department of Labor and Workforce Development Agency (LWDA) if there has been a presidential disaster declaration.</li> </ul>
<p><b>CA Emergency Medical Services Authority</b></p>	<ul style="list-style-type: none"> <li>• Communicate EMSA's activities to executive management and CHHSA.</li> <li>• EMSA and CDPH coordinate information dissemination specific to the extreme cold/freeze emergency alert event to local public health officers/departments, the MHOACs, RDMHCs, RDMHS and LEMSAs via conference calls and emails and/or CAHAN.</li> <li>• Determine, in conjunction with CDPH, whether to activate the JECC/MHCC.</li> <li>• Maintain communication with RDMHCs, RDMHSs, MHOACs and LEMSAs to identify and potential needs for medical assistance to local government.</li> <li>• Coordinate with CDPH and CDSS on potential medical support needed in support of local or state shelters.</li> <li>• Mobilize medical mutual aid assets if requested by local government.</li> <li>• Issue press release in coordination with CDPH and Cal OES via the JIC at Cal OES.</li> <li>• Include cold-related tips/information on EMSA's website, including local emergency response information provided by local emergency response agencies when an extreme cold/freeze emergency is issued.</li> <li>• Provide extreme cold/freeze-related tips/information to RDMHSs, RDMHSs, MHOACs, LEMSAs and provider associations for inclusion to their websites and distribution lists.</li> </ul>

## 10. LOCAL GOVERNMENT

### Guidance: Roles & Responsibilities

This plan recognizes that local agencies may have a system for managing extreme cold/freeze emergencies. It also recognizes that those systems should be consistent with SEMS and NIMS. It is the intent of this guidance to provide a tool to further assist local efforts and to better coordinate with efforts initiated by state agencies. The guidance is intended to be applied flexibly to fit unique community needs.

Local preparedness efforts must be coordinated across levels of local government, within the SEMS/NIMS framework.

An example of a local government EOC organization during activation in response to an extreme cold/freeze-related event is illustrated below.

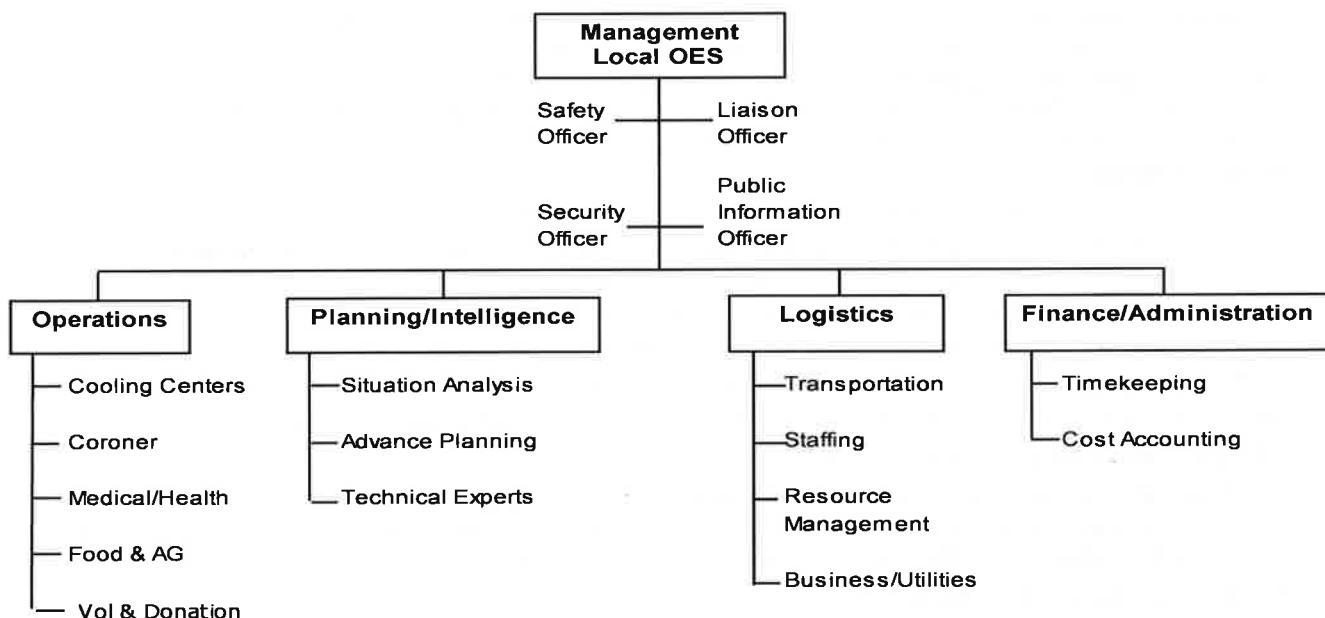


Fig. 2 Local EOC, Organizational and Basic Staffing

## 11. LOCAL GOVERNMENT Checklists

The following are some actions that, if applied, can assist local governments in addressing extreme cold/freeze-related emergencies. **This checklist is not a list of required actions.** Each local government may have changes and/or additions to make to adapt it to their jurisdiction. Again, the checklist is intended to be used flexibly to fit unique community needs.

### Seasonal Approach

Seasonal preparedness efforts should always be incorporated appropriately. (Refer to appendices, Public Information Dissemination in this document.)

Phases for an extreme cold/freezing conditions are listed below:

- I. Seasonal Readiness
- II. Extreme Cold/Freeze Alert
- III. Extreme Cold/Freeze Emergency

### Local Guidance for Phase I – Seasonal Readiness

Local Activity	Responsible Dept./Agency	Applied (✓)
<p><b>Planning</b></p> <ul style="list-style-type: none"> <li>• Establish "working group" consisting of those agencies/departments, private sector, volunteer and service organizations, food banks, faith-based groups or immigrant groups to identify the vulnerable populations and develop a strategy for notification and emergency actions to include establishing warming centers and transportation.</li> <li>• Determine local activation levels of an extreme cold/freezing emergency plan utilizing the activation levels and phases indicated in this document and local weather conditions and climatic variations.</li> <li>• Develop a plan for coordinating in-home visits to vulnerable populations with volunteer and service groups.</li> </ul>		
<p><b>Awareness</b></p> <ul style="list-style-type: none"> <li>• Identify volunteer and service organizations, private sector, food banks, faith-based organizations, immigrant groups, medical and care facilities, schools representatives, law enforcement and fire personnel and other representatives to determine the location of vulnerable populations and determine needs.</li> <li>• Coordinate with state programs serving people with disabilities to ensure needs are addressed.</li> <li>• Local agencies collaborate to identify any anticipated needs or problems.</li> <li>• Develop public safety materials that include posters, flyers and public media announcements. Announcements must include information for people with disabilities regarding how to obtain paratransit/transportation to be used in emergency/disaster situation.</li> <li>• Establish processes to rapidly disseminate extreme cold/freezing emergency advice to vulnerable populations in a timely manner through service groups, food banks, CERT, disability organizations, immigrant groups, care providers, medical and health facilities, workplaces, schools, public facilities and private industries. Ensure compliance with program accessibility for persons with hearing impairments via captioning or sign</li> </ul>		



Local Activity	Responsible Dept./Agency	Applied (✓)
<p>language interpretation by all broadcasters for all emergency messages.</p> <ul style="list-style-type: none"> <li>Consider utilizing current grant funding (i.e., EMPG, Homeland Security) to develop 2-1-1 capability and reverse 911 systems with TTY/TDD capabilities to contact persons with disabilities, including text paging for people with hearing impairments and audible messaging for people with sight impairments. Reverse 911 would notify people who are blind or visually impaired.</li> <li>Conduct "Extreme Cold/Freeze Emergency Awareness" fairs and exercise extreme cold/freeze emergency plans.</li> </ul>		
<p><b>Warming Centers</b></p> <ul style="list-style-type: none"> <li>Identify facilities that can be used for warming centers and contact facility owners. It may be helpful to coordinate with local chambers of commerce, public agencies, CDFA and other state agencies with facilities in the area to identify warming centers</li> <li>Coordinate with local utilities to identify buildings best suited for warming centers that would not be subject to rotating blackouts.</li> <li>Provide points of contact for initiating warming center operations if necessary.</li> <li>Develop public health criteria for warming center facilities keeping in mind to consider accommodations for pets and possible 24-hour operations.</li> <li>Develop and implement a plan that identifies potential warming centers/shelters that are ADA compliant or with appropriate measures taken (i.e., accessible portable restroom) can be used by people with disabilities.</li> </ul>		
<p><b>Transportation</b></p> <ul style="list-style-type: none"> <li>Develop a transportation working group consisting of public, private, volunteer and service organizations to identify and develop a transportation component and procedures to ensure vulnerable populations are provided transportation to warming centers, including wheelchair accessible transportation.</li> <li>Identify and coordinate procedures, including memoranda of understanding (MOU), to ensure transportation, including wheelchair accessible transportation, is available for those in need of warming centers.</li> <li>Identify ways for people with disabilities to notify appropriate authorities when transportation to warming centers is needed.</li> </ul>		

**Local Guidance for Phase II – Cold/Freeze Alert**

Local Activity	Responsible Dept./Agency	Applied (✓)
<p><b>Awareness</b></p> <ul style="list-style-type: none"> <li>• Alert neighborhood volunteer groups, volunteer and service groups, CERT, disability organizations, social services agencies, medical facilities and care homes.</li> <li>• Volunteer and service organizations, private sector, faith-based organizations, medical and care facilities, schools representatives and law enforcement and fire personnel are put on notice to be prepared to contact vulnerable populations.</li> <li>• Local agencies collaborate to identify any unanticipated needs or problems.</li> <li>• Distribute information specific to the extreme cold/freeze emergency event at hand to local jurisdictions.</li> <li>• Activate telephone extreme cold/freeze emergency hotlines.</li> <li>• Utilize warming center website to notify the public of locations and hours of operation.</li> <li>• Release pre-scripted extreme cold/freeze emergency protective measures to all media sources and remind them of the need to be broadcasting in accessible formats.</li> <li>• Activate "hot line" for public information.</li> <li>• Develop any additional public safety materials (in various accessible formats) that include posters, flyers and public media announcements.</li> <li>• Disseminate advice on extreme cold/freeze emergency to vulnerable populations in a timely manner through the local emergency alert systems, service groups, CERT, Medical Reserve Corps (MRC), Volunteers in Police Service (VIPS), Neighborhood Watch (NW), fire corps, disability organizations, care providers, medical and health facilities, workplaces, schools, public facilities and private industries. Ensure compliance with program accessibility for persons with sight impairments with audible messages and persons with hearing impairments via captioning or sign language interpretation by all broadcasters for all emergency messages.</li> <li>• Establish regular public official briefings to include weather updates and actions taken and planned.</li> <li>• Schedule regular reporting and monitoring procedures with warming centers, volunteer and service organizations, utilities, public safety and medical facilities.</li> <li>• Ensure all employees review and update their home emergency plans.</li> </ul>		
<p><b>Warming Centers</b></p> <ul style="list-style-type: none"> <li>• Cities and counties may begin activating pre-identified warming centers and work with volunteer groups to identify additional warming centers that may be needed.</li> <li>• Activate warming centers and direct public buildings to provide warming center areas to those in need as appropriate.</li> <li>• Ensure that the facilities identified for warming centers will be available.</li> <li>• Confirm the points of contact for warming center operations.</li> <li>• Identify the services provided at the warming facilities keeping in mind to consider accommodations for people with disabilities, service animals and domestic pets and possible 24-hour operations.</li> <li>• Coordinate with the local electric utility to identify and develop procedures for the operations of volunteered "warming centers" that could be exempted from rotating blackouts if necessary.</li> </ul>		

Local Activity	Responsible Dept./Agency	Applied (✓)
<p><b>Transportation</b></p> <ul style="list-style-type: none"> <li>• Activate transportation resources, including paratransit and private accessible transit services, to assist those without transportation, including service animals, to get to and from warming centers.</li> <li>• Notify paratransit or other local transportation of the potential need to transport individuals to warming centers.</li> <li>• Notify private, volunteer and service organizations involved in the transportation component and procedures to ensure availability to transport vulnerable populations to warming centers, including wheelchair accessible transportation.</li> <li>• Ensure that coordination procedures, including Memoranda of Understanding (MOU), are in place to ensure accessible transportation, including wheelchair accessible transportation, is available for those in need of being transported to warming centers.</li> <li>• Plan transportation services and ways for individuals to request the transportation if utilities fail. Paratransit potentially does not have phone line capacity to field calls because they still must provide regular services if possible.</li> </ul>		
<p><b>Coordination with Cal OES REOC</b></p> <ul style="list-style-type: none"> <li>• Local emergency services staff notifies their regional coordinator who contacts Cal OES PIO to distribute to the impacted OAs extreme cold/freezing emergency pre-scripted educational materials specific to the extreme cold/freezing emergency event at hand.</li> <li>• Send extreme cold/freezing emergency-related notifications to CA State Warning Center (CSWC).</li> <li>• Enter warming center information into the Extreme Cold/Freezing Emergency Web Portal on the Cal OES website for public availability.</li> </ul>		
<p><b>Other</b></p> <ul style="list-style-type: none"> <li>• Activate extreme cold/freezing emergency plan.</li> <li>• Consider activation of the EOC, or activate EOC to the extent necessary.</li> <li>• Coordinate and brief all emergency responders on actions to be undertaken and responsible departments/agencies.</li> <li>• Determine whether or not to proclaim a local emergency (or public health emergency) based on conditions or projected conditions.</li> <li>• Identify extreme cold/freezing emergency actions that will require emergency regulations or ordinances.</li> <li>• Request mutual aid as needed through SEMS if weather forecast indicates an extreme cold/freezing emergency may be imminent and prolonged.</li> <li>• Ensure there is a program for in-home visits to vulnerable populations with volunteer and service groups.</li> <li>• Monitor power usage. Consider reductions in energy usage in local public buildings and reduced hours of operations that would not impact the warming center operations. Consider monitoring status of water pipes to prevent broken pipes, especially over freezing weekends.</li> <li>• Coordinate with local utilities to assess power restrictions or limitations.</li> <li>• Implement a method to track extreme cold/freezing emergency-related deaths and medical emergencies associated with the extreme cold/freezing emergency event.</li> </ul>		

**Local Guidance for Phase III – Cold/Freeze Emergency**

Local Activity	Responsible Dept./Agency	Applied (✓)
Monitor and determine need for more warming centers and resource needs.		
Activate EOC		
Establish regular media releases.		
Track extreme cold/freeze emergency-related fatalities and medical emergencies.		
Prioritize public offices that should remain open and close others to conserve energy.		
Issue targeted extreme cold/freeze emergency advisories to vulnerable populations through all sources.		
Monitor warming center facilities providing regular updates on numbers of persons at each, disability-related needs, support issues and power availability.		
Coordinate activities with OA and neighboring jurisdictions. If operational area, coordinate with Cal OES region providing information updates, resource assessments and mutual aid requests.		
Declare emergency (local and/or public health) as appropriate.		
Identify any regulatory or ordinance issues that may need to be suspended.		
Establish regular briefings with the National Weather Service.		
Ensure all fleet vehicles fuel tanks have ample fuel in the event of power failure.		
Ensure employees have updated extreme cold/freeze emergency materials and methods for checking on family members.		
Continuously review and update emergency resource inventories.		
Ensure pet and animal extreme cold/freeze emergency impacts are being addressed through special facilities or pet accommodation at warming centers.		
Request state activation of state warming centers (fairgrounds, etc.) in the vicinity as needed.		
Survey emergency resources and facilities to determine replenishment needs.		
Notify ambulance providers and hospitals to expect and prepare for surge in extreme cold/freeze emergency-related illnesses.		
Maintain regular reports to the OA, or Cal OES region if operational area.		
Track extreme cold/freeze emergency-related fatalities and medical emergencies.		
Gather data on damages; submit initial damage estimate (IDE); prepare to participate in preliminary damage assessment (PDA), if appropriate; establish local assistance centers (LACs), if appropriate, or provide staff to service center if activated.		

## 12. Recovery Operations

### Public Assistance

Extraordinary emergency costs (such as overtime or equipment rental) incurred by local governments in response to an extreme cold/freeze disaster may be recovered (on a cost share basis) under the California Disaster Assistance Act (CDAA) when the Governor has proclaimed a state of emergency. Eligible costs may include the extra costs related to establishing warming centers, staffing the EOCs, renting generators and heaters for the emergency sheltering effort, emergency public information costs, extreme cold/freeze-related morgue costs and overtime costs for police and fire/rescue activities directly related to the extreme cold/freeze emergency. Additionally, funding can be provided (on a cost share basis) to repair publicly-owned facilities or infrastructure that can be repaired if damaged by the extreme cold/freezing conditions. This includes damaged transformers and other electrical equipment owned by a public utility. It may also include local (non-federal) roads with extreme cold/freeze caused potholes and other transportation systems damaged by the extreme cold/freeze conditions.

If the response and repair costs meet federal thresholds, the governor may request through FEMA a presidential declaration of a major disaster, opening up federal funds for these same applications under the Stafford Act. The federal Emergency Repair Program of Federal Highways Administration may be independently activated so highways in the Federal Aid System can be covered for highway freeze damage.

### Individual Assistance

In response to severe economic impacts in a disaster area, the Individual Assistance (IA) Section works closely with a variety of local, state and federal agencies to identify recovery programs that may be able to assist individuals, businesses and farmers. In previous freezes, some of the agencies the IA Section coordinated with were:

- Employment Development Department (EDD) - Unemployment insurance, disaster unemployment assistance and job training services.
- Department of Community Services and Development (CSD) Community Service Block Grants (CSBG) - Low-Income Home Energy Assistance Program (LIHEAP), migrant worker programs and various other grant assistance.
- California Department of Public Health (CDPH) - Crisis Counseling Immediate Services Program and Crisis Counseling Regular Program.
- Department of Developmental Services (DDS) – Purchase of emergency services and supports, via local regional centers, to protect the health and safety of persons with developmental disabilities.
- Department of Social Services (DSS) – CalWORKs cash aid (including immediate need), food stamp benefits (including expedited service and/or disaster food stamp benefits) and food commodities programs.
- U.S. Department of Agriculture (USDA) - Emergency Loan Program for farmers and ranchers for crop production and physical losses and other direct assistance through special legislation.
- U.S. Department of Agriculture (USDA) Food and Nutrition Service – Disaster Supplemental Nutrition Assistance Program (D-SNAP).
- U.S. Small Business Administration – Makes Economic Injury Disaster Loans (EIDL) available to small, non-farm businesses, small agricultural cooperatives and most private, non-profit organizations of any size.

- Voluntary and Community-Based Organizations - Immediate and unmet needs such as food, shelter, clothing, mortgage and rental assistance.
- California Department of Housing Community Development (HCD) in partnership with California Housing Finance Agency (Cal HFA), Department of Health Care Services (DHCS), Department of Housing and Community Development (HCD) and California Tax Credit Allocation Committee ((TCAC) have developed California's Section 811 Project Rental Assistance Demonstration Program – Funds may be redirected through local housing authorities to assist with housing needs.

Agricultural damage assessments may be conducted to determine if a request should be submitted to the U.S. Department of Agriculture (USDA) to approve a disaster designation making available emergency loans for physical production losses to eligible applicants who conduct family-sized farming operations. Following a natural disaster designation by the USDA Secretary, the U.S. Small Business Administration (SBA) makes Economic Injury Disaster Loan (EIDL) available to small, non-farm businesses, small agricultural cooperatives and most private, non-profit organizations of any size. Assessments will also be made to determine if a presidential disaster declaration may be requested to access disaster unemployment insurance or crisis counseling programs. (Note: The FEMA Mortgage and Rental Assistance Program, heavily used in freeze disasters prior to 2000, is no longer available.)

Assistance centers may be set up to provide information and assistance to disaster survivors. If the centers are opened, Cal OES PIO would issue press releases and ask the media to make the information on hours/locations/etc available. Cal OES would also conduct outreach through local government and community-based organizations.

### **USDA Disaster Recovery Assistance Programs**

**USDA Farm Services Agency Programs:** Crop insurance coverage is available on a crop by crop and county by county basis. For those producers who purchased a policy, they will be covered for any damage caused by the freeze and should contact their crop insurance agent immediately and prior to disposing of the crop.

**Non-Insured Assistance Program (NAP)** – A lower level of crop insurance for all crops for which regular crop insurance (see above) is not available. A \$100 coverage fee must be paid prior to the closing date for each individual crop for coverage to be in place.

**Crop Disaster Program** – Covers crop losses attributable to a weather-related cause such as freeze. Not currently authorized or funded. **Congressional action required.**

**Tree Assistance Program** – Covers a portion of the cost of replanting trees killed by damaging weather such as a freeze. Not currently authorized or funded. **Congressional action required.**

**Low-Interest Emergency Loans** – Provides low-interest financing to farmers and ranchers who suffer losses due to damaging weather and who operate in a county designated a disaster area by the Secretary of USDA. Eligibility limited to those producers who are unable to obtain commercial credit through normal sources. Program is made available upon the Secretary of USDA designating a county a disaster area. Requests for a disaster designation should be submitted by county government through the Cal OES.

## **California Business, Consumer Services and Housing Agency Programs**

**Small Disaster Assistance Loan Guarantee Program** – This program helps agriculture-related enterprises and other small businesses obtain financing needed to recover from losses caused by natural disasters in areas declared to be in a state of emergency by the Governor. Interest rates are from prime to prime plus three percent (3%) depending on the amount of the loan guaranteed. Eighty to ninety-five percent of the loan is guaranteed up to \$500,000 for agricultural enterprises, and up to a set amount for other small businesses. Uses include physical damage and economic costs related to the disaster.

### **Employment Development Department**

- Job services
- Unemployment services
- Coordination with job center building owners, security and traffic control
- Coordination with community-based organization disaster programs

### **Department of Food and Agriculture**

- Agriculture and outreach information
- Outreach to affected growers
- State and county fairgrounds, warming and cooling centers

### **Department of Social Services**

- Food stamp program
- Food bank information
- Cal/Works assistance

### **Department of Health Care Services**

- MediCal workers eligibility applications and emergency needs
- Women/Infants/Children (WIC) referral services
- Locations of primary care and family health clinics

### **Department of Community Services and Development**

- Coordination with local community action agencies
- Food, blankets and travel vouchers
- Information about shelter locations

### **Business, Transportation and Housing**

- Small Business Disaster Assistance Loan Guarantee Program

### **Department of Education**

- Programs for migrant worker child care

### **California Governor's Office of Emergency Services**

- Coordinating the state response to the extreme cold weather

## APPENDICES

### Appendix A: Alerting/Warning

The California State Warning Center is currently used as a "pass through" for information received on a daily basis by the National Weather Service. NWS weather information received by the CSWS is then:

- Forwarded to the operational areas via the California Law Enforcement Telecommunications System (CLETS), and
- Forwarded to third party distribution systems, the media and subscribing emergency managers through the Emergency Digital Information Service (EDIS).
- Items which meet thresholds of immediate action are also verbally transmitted to operational areas, Cal OES duty officers and other state duty officers. Such items are run away trains, flash flood warnings, tornado warnings and tsunamis.

### NOAA/National Weather Service (NWS) Information

California, in some years, experiences extreme freeze conditions that cause extensive crop damage and result in the shutdown of related processing plants, trucking companies that transport agricultural resources and affect other related services. This type of business shutdown results in high unemployment, and the ramifications are significant. For resource information relating to extreme cold/freeze conditions the following National Weather Service data is being included.

NOAA/National Weather Service issues frost and freeze products using the 'watch/warning' concept. Special weather statements may be issued several days in advance of an event to provide an alert that some sort of damaging freeze situation is possible. **Watches**, usually issued 12-48 hours in advance of a potential freeze event, indicate that the situation is likely to occur but details may be uncertain about timing, extent and severity. **Warnings** indicate a high degree of confidence that the event will occur as described and they usually are issued within 24 hours of the event. **Warnings** may be issued even if a **watch** was not issued in advance. Similarly, **watches** may have been issued but conditions then change enough that a **warning** is not needed.

There are two types of cold weather products used in California. In general these products are only issued for lower elevation areas (below about 2000 feet MSL) such as the coastal valleys, the Central Valley and lower foothills and southern California agricultural areas where frost and freeze events are relatively rare. This also corresponds to the areas in California whose commercial agriculture is most vulnerable to freezing temperatures.

**Frost Advisories** - These are issued when widespread frost may occur. Frost advisories are not issued after the first freeze event of the winter until spring bloom begins. Although warm season plants may die with the first frost, there are no frost warnings because frost damage is generally cosmetic to cold season crops.

**Freeze Warnings** - These are issued for areas with significant commercial agriculture whenever the first freeze of the winter is expected. The first freeze is defined as "when minimum shelter temperature is forecast to be 32 degrees or less during the locally defined growing season." There are no freeze advisories. Normally no additional freeze warnings are issued for an area after the first freeze of the winter, except for the following:



In warm-weather areas (California below 2000 feet MSL), additional freeze warnings are issued when a hard freeze is expected which could cause widespread damage to water pipes, harm ornamental plants which usually are hardy in winter and cause significant destruction of winter crops such as citrus and avocados. Although building codes, plant type and age, crop location, the amount of time (duration) the temperature lingers below about 28 degrees, the dew point temperature and the temperatures immediately preceding a hard freeze can change the impacts, the general rule is to look closely at the need for hard freeze warnings when temperatures in the central and southern Central Valley, coastal valleys or southern California agricultural areas are expected to fall to 25 degrees or less. Because the impacts are not strictly based on temperature or durations, close coordination is needed with agriculture and health experts on determining the need for this type of warning. This type of freeze warning is nearly always preceded by watches.

### **NWS Winter Storm Warning**

Hazardous winter weather conditions that pose a threat to life and/or property are occurring, imminent or likely. The generic term, winter storm warning, is used for a combination of two or more of the following winter weather events; heavy snow, freezing rain, sleet and strong winds. The following event-specific warnings are issued for a single weather hazard.

**Blizzard Warning** - Sustained winds or frequent gusts of 35 mph or greater, considerable falling and/or blowing snow reducing visibility frequently to 1/4 mile or less for a period of three hours or more. There are no temperature criteria in the definition of a blizzard, but freezing temperatures and 35 mph winds will create single digit wind chills.

**Heavy Snow Warning** - Snowfall of 6 inches or more in 12 hours or less, or 8 inches or more in 24 hours or less.

**Lake Effect Snow Warning** - Lake effect snowfall of 6 inches or more in 12 hours or less, or 8 inches or more in 24 hours or less.

**Ice Storm Warning** - Accumulations of 1/4 inch or more of freezing rain.

**Heavy Sleet Warning** - Accumulations of 1/2 inch or more of sleet.

**Winter Weather Advisory** - Hazardous winter weather conditions are occurring, imminent or likely. Conditions will cause a significant inconvenience and if caution is not exercised, will result in a potential threat to life and/or property. The generic term, winter weather advisory, is used for a combination of two or more of the following events; snow, freezing rain or drizzle, sleet, blowing snow.

**Wind Chill Warning** - Extreme wind chills of -30°F or colder.

**Wind Chill Advisory** - Dangerous wind chills of -20°F to -30°F.

### Appendix B: New Wind Chill Temperature Index

Following is the new Wind Chill Temperature Index published by the National Weather Service/National Oceanic and Atmospheric Administration (NWS/NOAA).

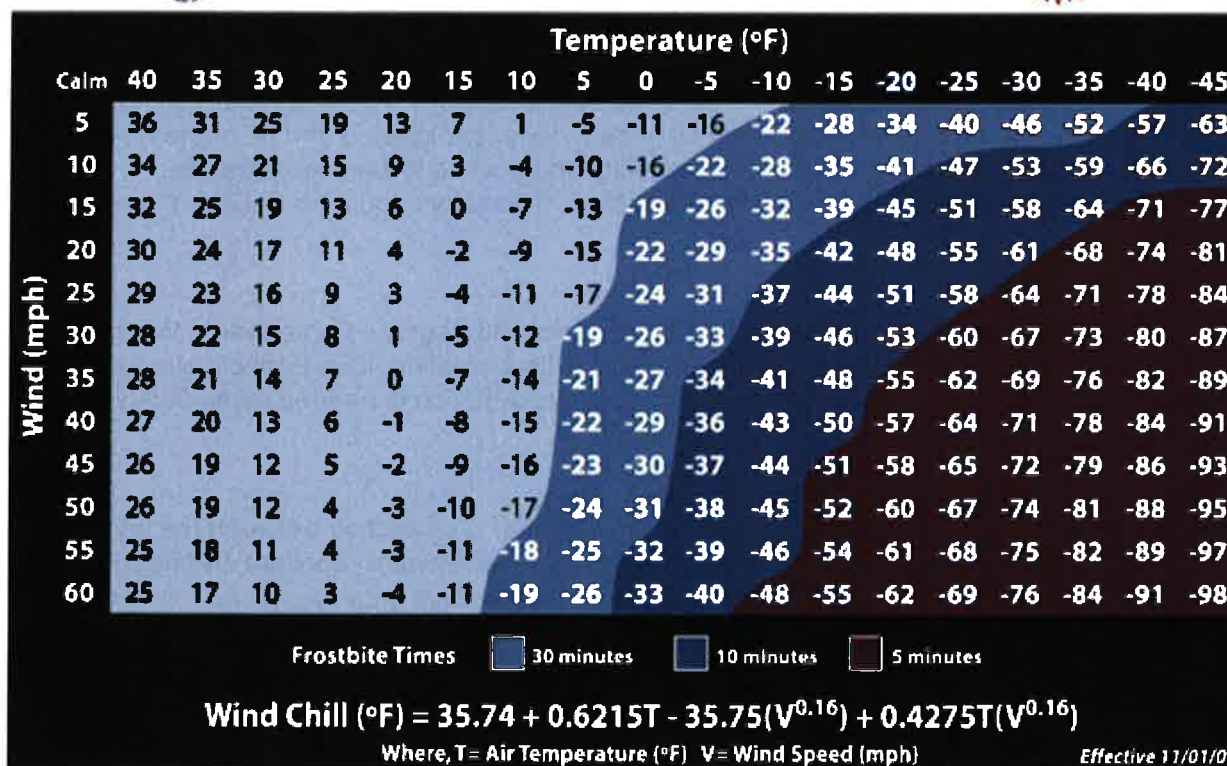
National Weather Service issues wind chill advisories or warnings based on local weather conditions. Criteria for issuing wind chill warnings and advisories are set locally. For example, the Rochester, NY area, wind chill warnings are issued when the wind chill temperature is expected to fall at or below -25 F. Wind chill advisories are issued when the wind chill temperature is expected to fall between -15F and -24F.

#### Wind Chill Temperature Index for winter 2001-2002

On November 1, 2001, the National Weather Service implemented a new Wind Chill Temperature (WCT) Index for the 2001/2002 winter season, designed to more accurately calculate how cold air feels on human skin. The former index used by the United States and Canada was based on 1945 research of Antarctic explorers Siple and Passel. They measured the cooling rate of water in a container hanging from a tall pole outside. A container of water will freeze faster than flesh. As a result, the previous wind chill index underestimated the time to reach freezing and overestimated the chilling effect of the wind. The new index is based on heat loss from exposed skin and was tested on human subjects.



## NWS Windchill Chart



The new Wind Chill Chart includes a frostbite indicator, showing the points where temperature, wind speed and exposure time will produce frostbite on humans. The chart above includes three shaded areas of frostbite danger. Each shaded area shows how long (30, 10 and 5 minutes) a person can be exposed before frostbite develops. For example, a temperature of 0°F and a wind speed of 15 mph will produce a wind chill temperature of -19°F. Under these conditions, exposed skin can freeze in 30 minutes.

<http://www.nws.noaa.gov/os/windchill/index.shtml>

The new wind chill index is now being used in Canada and the United States. Specifically, the new WCT index:

- calculates wind speed at an average height of five feet (typical height of an adult human face) based on readings from the national standard height of 33 feet (height of an anemometer),
- is based on a human face model,
- incorporates modern heat transfer theory,
- lowers the calm wind threshold from 4 mph to 3 mph,
- uses a consistent standard for skin tissue resistance, and
- assumes no impact from the sun (i.e. clear night sky).

### **What is wind chill temperature?**

It is the temperature it “feels like” outside and is based on the rate of heat loss from exposed skin caused by the effects of wind and cold. As the wind increases, the body is cooled at a faster rate causing the skin temperature to drop. Wind chill does not impact inanimate objects like car radiators and exposed water pipes because these objects cannot cool below the actual air temperature.

### **What does this mean to me?**

The NWS will inform you when wind chill conditions reach critical thresholds. A **wind chill warning** is issued when wind chill temperatures are life threatening. A **wind chill advisory** is issued when wind chill temperatures are potentially hazardous.

### **What is frostbite?**

Frostbite is an injury to the body caused by freezing body tissue. The most susceptible parts of the body are the extremities such as fingers, toes, ear lobes or the tip of the nose. Symptoms include a loss of feeling in the extremity and a white or pale appearance. Medical attention is needed immediately for frostbite. The area should be SLOWLY re-warmed.

### **What is hypothermia?**

Hypothermia is abnormally low body temperature (below 95 degrees Fahrenheit). Warning signs include uncontrollable shivering, memory loss, disorientation, incoherence, slurred speech, drowsiness and apparent exhaustion. Medical attention is needed immediately. If it is not available, begin warming the body SLOWLY.

### **Tips on how to dress during cold weather**

- ❖ Wear layers of loose-fitting, lightweight, warm clothing. Trapped air between the layers will insulate you. Outer garments should be tightly woven, water repellent and hooded.
- ❖ Wear a hat, because 40% of your body heat can be lost from your head.
- ❖ Cover your mouth to protect your lungs from extreme cold.
- ❖ Mittens, snug at the wrist, are better than gloves.
- ❖ Try to stay dry and out of the wind.

For more information on cold-related health problems and outdoor safety visit the web site from the Centers for Disease Control and Prevention (CDC) at: <http://emergency.cdc.gov/disasters/winter/>

Visit the National Weather Service Wind Chill web page at: <http://www.nws.noaa.gov/om/windchill/>

## Appendix C: Health Information

**Recognizing symptoms of exposure.** Watch for signs of frostbite and hypothermia. Frostbite is a reaction to cold that can cause permanent harm. Hypothermia occurs when the body's temperature drops below 95° Fahrenheit. Symptoms include:

- Confusion, dizziness, exhaustion and shivering are signs of hypothermia. If you experience any of these symptoms, seek medical attention immediately.
- Gray, white or yellow skin discoloration, numbness or waxy skin are symptoms of frostbite. If you experience any of these symptoms, seek immediate medical attention.
- In the case of overexposure to freezing temperatures, remove wet clothing and immediately warm the body with a blanket or warm fluids like hot cider or soup. Avoid caffeine or alcohol.
- Centers for Disease Control and Prevention (CDC) guidance on warming procedures:
  - Get the victim into a warm room or shelter.
  - If the victim has on any wet clothing, remove it.
  - Warm the center of the body first – chest, neck, head and groin – using an electric blanket, if available; or use skin-to-skin contact under loose, dry layers of blankets, clothing, towels or sheets.
  - Warm beverages can help increase the body temperature, but do not give alcoholic beverages. Do not try to give beverages to an unconscious person.
  - After body temperature has increased, keep the person dry and wrapped in a warm blanket, including the head and neck.
  - Get medical attention as soon as possible.

## Appendix D: Vulnerable Populations

Situational and physical characteristics help to identify vulnerable populations that may not comfortably or safely access and use disaster resources. Specifically, when discussing extreme cold or freeze-related emergency preparedness, the following groups could be considered vulnerable or at greater risk in a cold emergency:

- Homeless
- Infants and small children under age five
- Women who are pregnant
- Older adults
- Persons who have obesity
- Persons who are bedridden
- Persons with mental illness/disabilities
- Persons with cognitive disorders
- Persons with medical conditions (e.g., heart disease, diabetes, high blood pressure, insulin dependence)
- Persons requiring life-saving medications (e.g., for high blood pressure, depression, insomnia)
- Persons who utilize medical equipment (e.g., ventilators, oxygen, G-tubes)
- Individuals with drug or alcohol addictions
- Persons who use mobility devices (e.g., wheelchairs, walkers, canes)
- Persons who are non-ambulatory
- Those with sensory impairments (blind/visually impaired or deaf/hard of hearing)
- Persons who are under extreme working conditions
- Persons who are economically challenged
- Persons who are socially isolated
- Persons who do not speak English with minimal access to information

### Other Considerations

#### Communication

Consideration should be given due to the fact that the people who need evacuation the most may not be able to communicate that need to first responders. They also may not be aware of warming centers and other services that may be available.

#### Forced Entry

Consideration should be given to the issue of forced entry in the event that a person could be incapacitated and not able or willing to allow entry for social workers or first responders. However, Fourth Amendment restrictions on entering private residences without sufficient cause should be recognized. Appropriate guidance on this issue should be received from local law enforcement and integrated into planning efforts.

#### Liability

Due to the fact that private providers may be used and/or needed to transport people to/from warming centers and other facilities during an extreme cold/freezing emergency, the issue of liability for these providers should be researched by the government agency coordinating the transportation and addressed in memoranda of understanding.

## **Appendix E: Local Resources**

### **For People with Disabilities**

Integrating people with disabilities and seniors into extreme cold/freeze emergency planning efforts, especially at a local level, will improve related services to vulnerable populations. In fact, it is essential that disability and senior service providers are partners in all disaster planning efforts. The following organizations provide services that may be useful for vulnerable populations during any emergency:

- County In-Home Supportive Services (IHSS)
- IHSS public authority
- Paratransit
- Dial a Ride
- Deaf/hearing impaired organizations
- Blind/visual impaired organizations
- Independent living centers
- Regional centers on developmental disabilities
- Area Agencies on Aging
- Adult Protective Services
- Meals-on-wheels
- Faith-based organizations
- Postal service
- Electric companies/other utility companies
- Animal control
- Community action agencies
- Rotary Club
- Lions/service organizations
- Masons
- Nursing homes
- Residential care facilities for the elderly
- Adult residential facilities
- Community colleges and universities with disability services programs
- Homeless shelters
- Food kitchens
- Local county food banks
- Veterans of Foreign Wars
- Health education training centers
- Private providers of services to people with disabilities

### **Using Registries**

Local jurisdictions are encouraged to use existing disability and/or senior service registries instead of creating new registries. Information can be gleaned from a variety of sources, including the service providers noted above, to provide the comprehensive information necessary to inform emergency planning.

The use of voluntary registries has been a topic of discussion with state and local emergency planners and within the disability community. Some jurisdictions have developed pilot registries, but the majority of people with disabilities and seniors chose not participate. Jurisdictions must carefully consider the implications of establishing a registry. Specifically, implementation of a

registry may be perceived as providing a local government “promise” or guarantee that the registrants will be provided with evacuation services. Jurisdictions should carefully consider the implications of such imputed promises. In addition, there may be a tendency by a jurisdiction to view those on the registry as the only ones who need assistance or to focus on the registrants first rather than looking at the population more broadly. Additionally, there are Health Insurance Portability and Accountability Act (HIPAA) considerations that must be factored into the development and deployment of registries, concerns related to maintenance of information on the registry (location information and medical information) and potential legal liabilities.

## Transportation

The need to move people in an extreme cold/freezing emergency where power outage is a factor will most likely center on moving vulnerable populations to/from warming centers and/or medical facilities. Transporting under these circumstances can be very complex. Complications can be caused by a variety of factors including locating people that need to be transported, the medical condition of the individual, vehicle accessibility, pet and service animal issues, forced transport and liability issues.

Transportation providers linked via interagency agreements or other contractual arrangements with social service agencies could provide a valuable resource in time of emergencies and facilitate cost reimbursement for local agencies if a state and/or federal disaster is declared. These activities should be undertaken prior to any emergency in the preparedness phase of emergency management and included as a vital component in emergency plans and procedures.

County and local government may have variety of resources within their jurisdiction to use in the movement of people during an extreme cold/freezing event. Transportation service systems specifically for people with disabilities and older adults need to be integrated into all evacuation and warming center (sheltering) plans. Agreements should be developed between local governments and transportation providers in advance of an event, and should include crossing jurisdictions for mutual aid assistance. Disability and older adult transportation service providers should become routine partners in emergency planning. Agreements should be made with providers in advance of an event when possible. Resources for accessible transportation that may be available in an area may include:

- ADA-mandated paratransit systems/accessible transportation providers
- Dial a Ride
- Non-profits (i.e. United Cerebral Palsy)
- Area Agencies on Aging
- Private providers of services to people with disabilities
- Taxi systems
- Non-emergency vans, medical vans
- School district transportation systems
- Adult Day Health Care (ADHC)
- Airport shuttle buses/airport car rental shuttle buses
- Senior centers
- Health care centers

## **Appendix F: Animal Vulnerabilities (in extreme cold weather)**

California does have its few days of record cold temperatures, with ice and snow in parts of the state. Animal owners should be aware and ready to protect their pets and livestock to help them through these unusual cold spells. Following are a number of concerns and recommendations.

### **Concerns**

- Our animals, especially indoor/outdoor pets, probably do not have an adequate winter coat for protection in these very low temperatures.
- Hypothermia and dehydration are the two most probable life-threatening conditions for animals in cold weather.
- Wet conditions and wind chill add greatly to the cold-stress for animals (and people).

### **Preventive actions to consider when the temperature is below freezing**

#### **Pets**

- Pets should be brought inside or into protected covered areas, provided with plenty of bedding, food and drinking water.

#### **Livestock**

- Livestock should be provided with wind-break and roof shelter, and monitored for signs of discomfort (extensive shivering, weakness, lethargy, etc.).
- It is very important that livestock be provided extra hay/forage/feed as up to double the calories for normal body heat maintenance may be needed in extreme cold.
- It is critical that animals have access to drinking water. Usual water sources may freeze solid in low temperatures and dehydration becomes a life-threatening factor. Many of our animals, especially the young, may not know how or be unable to break several inches of ice to reach water. In general, animals tend to drink less in extreme cold, risking dehydration. Research with horses shows horses drink more water if it is warmed during winter weather.
- Adding a warm sloppy bran mash, sloppy moistened beet pulp or soaking pelleted feed in warm water is a good way to add water to your horses' diet and provide some "comfort food" in the cold weather.
- Special attention should be paid to very young and old animals. They may be less able to tolerate temperature extremes and have weaker immune systems.

### **Response if needed**

If you think your pet is suffering from the cold, including developing frostbite, consult your local practitioner for treatment advice.

Many professionals and organizations are available to assist you in recommendations and health care for your animals. Pet owners should check with their veterinarian, animal control or humane societies for additional tips and assistance. Horse and livestock owners should check with their veterinarian, the California Department of Food and Agriculture's Animal Health and Food Safety Services or their county agriculture extension agent for additional information and assistance. Please take the extra care to provide for your pets and livestock during a cold period.



## **Appendix G: The Electrical Grid and CAISO**

Electric power capability and transmission grid is impacted by the increased loads resulting from extreme weather events. The California Independent System Operator (CAISO) is tasked with managing about 80 percent of the California electrical grid that supplies most of California, except in areas serviced by municipal utilities.

### **Alerts**

CAISO employs a series of alerts based on electrical power demand and supply/reserve forecasts. The alerts are:

- Stage 1 - When the reserve margin falls below 7%
- Stage 2 - When the reserve margin falls below 5%
- Stage 3 - When the reserve margin falls below 1.5%

*\*\*\*Rotating blackouts will occur when Stage 3 is reached.*

### **Electric Power Load Shedding**

When the power system is under extreme stress due to heavy demand and/or failure of critical components, it is sometime necessary to intentionally interrupt the service to selected customers to prevent the entire system from collapsing. In such cases, customer service (or load) is cut, sometimes with little or no warning. One form of load shedding called a "rotating blackout" involves cutting service to selected customers for a predetermined period (usually not more than one and a half hours). As power is restored to one block of customers, power to another block of customers is interrupted to reduce the overall load on the system.

"Warming centers" are not exempt from rotating power outages. There are no commonly defined criteria for warming centers.

### **Notifications**

Utilities generally rely on media releases to inform the public of electric power disruptions. Ongoing emergency coordination between city and county emergency managers and utility providers could enhance advance notification of electric disruptions and restoration coordination.

## **Appendix H: State Dissemination of Public Information**

Regardless of the method used, increased readiness efforts must begin when extreme cold/freeze temperatures are forecast rather than when they arrive. Preparedness at the state level will be a statewide effort coordinated by Cal OES to include media spots, meetings and fairs that include circulation of pre-event preparedness materials to facilities and groups who have close contact with vulnerable populations. These events, meetings, fairs and conferences will include state, local, private and non-governmental organizations to include community and faith-based as well as volunteer and service organizations. Discussion groups at these events will assist in fine-tuning and targeting materials. It will also assist in developing community-based partnerships to assist in the active phases during extreme cold/freeze events. This also provides an opportunity to develop additional materials focused on the target audience and identify additional delivery methods, review and update plans and procedures. As the extreme cold/freeze condition increases, keep in mind the following assumptions.

- Different climates exist among the various areas in the state and persons are acclimated best to the climate in which they live.
- Local governments are the first responders in emergencies and request aid through a hierarchical mutual aid process under SEMS when necessary.
- Cal OES will rely on the operational areas through their county health departments to determine the activation levels at which specific activities will be undertaken.

### **Seasonal Approach**

Public information functions will address this potential event in a similar manner as it addresses floods, earthquakes and heat waves; in other words, a seasonal approach. The process will involve an "extreme cold/freeze conditions awareness campaign" initiated with media support during the months of November to February, or earlier in the event of forecasted extreme cold/freeze conditions. Public information should correspond to and be a component of each phase and each warning level issued.

Public information messages will consistently reinforce what state and local partners and first-responders receive in communications from key state agencies. Messages will also be made available in alternate formats to ensure that the people with visual and hearing impairments receive disability and culturally appropriate materials:

- Extreme cold/freeze conditions safety awareness (for all populations, including workers).
- Extreme cold/freeze conditions safety health tips.
- When to use 911 and hospital emergency departments.
- Advocacy of checking on family, friends and neighbors.
- Availability of resources nearby for assistance and respite.

### **Outreach by State and Local Agencies**

Public information should include the use of mass media as well as community education strategies such as:

- Sending notification and prevention tips through schools, businesses and associations and disability and senior service providers.
- Posting public information tips at hospitals, medical offices, grocery stores and community centers.

- Additional outreach to parks and recreation, coaches and outdoor activity venues, senior and day care centers and organizations serving non-English speakers.

All collateral materials and messages would be coordinated with collaborating California state agencies that have roles and responsibilities in the protection of public health and safety.

### **Free Media**

Public Service Announcements (PSAs)

Media advisories

Press releases

Opinion page editorials and guest columns

Guest spots on news programs, public affairs shows, talk shows, etc.

Events for the administration and community events/expos as feasible

Web sites with resources (Cal OES/other state agencies; updated as needed / Extreme Cold/Freeze Emergency Portal-Cal OES website)

Press conferences and news briefings

### **Partnerships**

Partner with private sector businesses on promotional campaigns.

Partner with disability and senior service organizations on extreme cold/freeze conditions safety awareness outreach materials.

Partner with utility companies on extreme cold/freeze conditions safety awareness outreach materials.

Partner with local governments on regional promotions.

### **Speakers Bureau**

Establish a multi-agency speaker's bureau with subject matter experts including the areas of vulnerable populations.

### **Joint Information Center (JIC) Activation**

As an extreme cold/freeze emergency unfolds, determine when to activate a JIC and bring together representatives from all responsible agencies to coordinate public information (Cal OES, Department of Public Health, Department of Social Services, Emergency Medical Services Authority, Department of Food and Agriculture, Department of Rehabilitation, Department of Developmental Services, Employment Development Department and other key state and local agencies) as needed, and non-governmental organizations such as California Foundation of Independent Living Centers and local regional centers on developmental disabilities. Previously developed extreme cold/freeze emergency pre-scripted materials can be distributed to local agencies prior to any extreme cold/freeze event.

**Appendix I: Information Sources at Each SEMS Level**

Jurisdiction Level	Emergency Management	Social Services	Health Services	EMSA	Food and Agriculture	Volunteer / NGO
State	Cal OES	CDSS, DDS	CDPH	EMSA	CDFA	California-Volunteers
Region	Cal OES Regions	District Licensing  Regional centers on developmental disabilities	RDMHS/C*  CDPH' Licensing & Cert. District Offices	RDMHS/C*		
County	Operational Area	County Welfare Dept. and Office on Aging	Public Health Officers  MHOAC*  County OES  County DHS	Local EMS Agencies  MHOAC*	County Agricultural Commissioners	
Local Jurisdiction	City	Group Homes  Day programs and services	City EOC			
Field	Fire, Law	In-home supportive service workers  Independent and supported living providers	Hospitals  Skilled Nursing Facilities (SNFs)	Ambulance Companies  Hospitals Clinics SNFs		Volunteer Organizations Red Cross Salvation Army

\* Regional Disaster Medical Health Specialist (RDMHS)  
 \* Regional Disaster Medical Health Coordinator (RDMHC)  
 \* Medical Health Operational Area Coordinator (MHOAC)

## Appendix J: Checklist for a “Warming Center”

The following is a list of important criteria for setting up a warming center. There are **no established** criteria for warming centers. Additionally, **unless a special exemption has been given by the local utilities**, facilities used as warming centers are not exempt from rotating blackouts.

### Important Criteria

- Heating or equivalent (temperature maintained at a minimum of 68°)
- Accessible to people with disabilities/ADA compliant
- Ample seating appropriate to the jurisdiction
- Public restrooms accessible to people with disabilities
- Access to potable water (drinking fountain, etc)
- Access to 911 services (phone or payphone)
- Access to California’s Section 811 Project Rental Assistance Demonstration Program
- Publicly advertised
- Parking access
- Proximity to public transit

### Suggested Criteria

- Back-up generators
- Area for pets
- Secure, facility has security service
- Communications, phone (including TDD/TTY), internet access, sign-language interpreters
- Child friendly with materials for children to play with while at the warming center
- Medical personnel such as nurses and/or aides
- 24-hour, 7 days a week operation
- Large capacity
- Personnel assistance services for people with disabilities
- Available televisions, books, games
- Transportation for those lacking their own, including wheelchair accessible services
- Follow-up procedures for those in need of additional services (health care, social services, etc.)
- Veterinary resources available if needed

## **Appendix K: Resources for Preparedness and Response**

The following is a partial list of resources that can assist in preparing for and responding to extreme cold/freeze emergencies:

- ADA compliant
- Public education pamphlets – preventive measures, symptoms, etc.
- Prepared press releases listing available resources and contact numbers
- State facilities with heated auditoriums
- State fairgrounds
- Portable heaters to supplement heaters at fairgrounds
- Portable heaters to loan to nursing homes and senior housing complexes
- Portable generators to loan to nursing homes and senior housing complexes
- Durable medical equipment (i.e., wheelchairs, shower chairs, toilet chairs)
- Heaters – multiples sizes to loan to qualifying organizations/businesses, etc.
- Bottled water, hot coffee or other warm drinks
- Identify sources for obtaining blankets, etc. to distribute at warming centers
- Develop statewide list of companies that will donate goods during a extreme cold/freeze emergency
- Prepare coupons that can be used at pre-identified stores to obtain water etc.
- Bottled/boxed fruit juices
- Meals Ready to Eat or commercial equivalent
- Special dietary products for babies, elderly and other special needs groups
- Bottled Pedialyte and adult equivalent
- Stockpile Ensure or equivalent to serve special needs population
- Stockpile infant formula and baby food
- Diapers for children and adult incontinent supplies (at least 12-hour type)
- List of facilities that can accommodate pets
- Animal cages to house pets
- List of volunteers to staff warming centers and check on special needs population (where appropriate)
- List of county warming centers (pre-identify county facilities available to act as warming centers)
- List of available vehicles and volunteers/personnel to transport impacted individuals
- Heated tents for setting up in state/county parks
- Pre-stage portable tables and chairs to accommodate clientele
- Stockpile animal food and water
- Disposable dishes to serve animals
- Portable showers
- Cots
- List of potential heated dormitory rooms available to house special needs population
- Available National Guard resources for housing

## Appendix L: Definitions

The following terms are presented here with the commonly accepted definitions to avoid confusion and misunderstanding. Some of the terms may have different meanings outside of the scope of this plan. Weather definitions are NWS information.

### **Freeze Definitions from the National Oceanic and Atmospheric Administration's – National Weather Service Glossary**

**Freeze** - A freeze is when the surface air temperature is expected to be 32°F or below over a widespread area for a climatologically significant period of time. Use of the term is usually restricted to advective [horizontal air flow] situations or to occasions when wind or other conditions prevent frost. "Killing" may be used during the growing season when the temperature is expected to be low enough for a sufficient duration to kill all but the hardiest herbaceous crops.

**Freeze Warning** - Issued during the growing season when surface temperatures are expected to drop below freezing over a large area for an extended period of time, regardless whether or not frost develops.

**Freeze-up Date** - In hydrologic terms, the date on which the water body was first observed to be completely frozen over.

**Freezing Drizzle** - A drizzle that falls as a liquid but freezes into glaze or rime upon contact with the cold ground or surface structures.

**Freezing Drizzle Advisory** - Issued when freezing rain or freezing drizzle is forecast but a significant accumulation is not expected. However, even small amounts of freezing rain or freezing drizzle may cause significant travel problems.

**Freezing Fog** - A suspension of numerous minute ice crystals in the air, or water droplets at temperatures below 0° Celsius, based at the Earth's surface, which reduces horizontal visibility; also called ice fog.

**Freezing Level** - The altitude at which the air temperature first drops below freezing.

**Freezing Rain** - Rain that falls as a liquid but freezes into glaze upon contact with the ground.

**Freezing Rain Advisory** - Issued when freezing rain or freezing drizzle is forecast but a significant accumulation is not expected. However, even small amounts of freezing rain or freezing drizzle may cause significant travel problems.

**Synoptic Weather Observation** - A surface weather observation, made at periodic times (usually at 3-hourly and 6-hourly intervals specified by the World Meteorological Organization), of sky cover, state of the sky, cloud height, atmospheric pressure reduced to sea level, temperature, dew point, wind speed and direction, amount of precipitation, hydrometeors [precipitation] and lithometeors [usually dust, smoke or pollen particles] and special phenomena that prevail at the time of the observation or have been observed since the previous specified observation.

**Synoptic Model** - Any model specifying a space distribution of some meteorological elements. The distribution of clouds, precipitation, wind, temperature and pressure in the vicinity of a front is an example of a synoptic model.

**Warming Centers** - Facilities that are made available by public, private and volunteer organizations as an extreme cold/freeze relief station.

### **Emergency Management Planning Definitions**

**Contingency Plan** - Refers to a subset of an existing emergency plan focused on addressing the particulars of a specific emergency scenario (i.e., earthquake, flood, extreme cold/freeze, etc.).

**Emergency Plans** - As defined in Government Code §8560 (a) "Emergency plans" means those official and approved documents which describe the principles and methods to be applied in carrying out emergency operations or rendering mutual aid during emergencies. These plans include such elements as continuity of government, the emergency services of governmental agencies, mobilization of resources, mutual aid and public information.

**Joint Information Center** - A centralized facility for coordinating an organized, integrated, release of critical emergency information, crisis communications and public affairs functions, which is timely, accurate and consistent.

**Local Emergency** - As defined in Government Code §8558 (c)"...means the 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, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission."

**Local Government** - As defined in SEMS Regulations §2402 (m) "means local agencies as defined in Government Code §8680.2 and special districts defined in California Code of Regulations, Title 19, §2900(y)."

**Multi-Agency Cold Emergency Task Force** - A working group formed at the direction of the Governor to establish health and safety protocols for public education and outreach efforts, safety checks on vulnerable Californians, evacuations of medical facilities and establishment of warming centers and information lines during future cold events.

**Operational Area** - As defined in Government Code §8559 (b) "An 'operational area' is an intermediate level of the state emergency services organization, consisting of a county and all political subdivisions within the county area."

**Rotating Blackout** - A process of cutting off service to selected customers for a predetermined period (usually not more than two hours) in order to retain the integrity of the power grid.

**Standardized Emergency Management System (SEMS)** - As defined in California Code of Regulations §2400 as..."based upon the Incident Management System (ICS) adapted from the system originally developed by Firefighting Resources of California Organized for Potential Emergencies (FIRESCOPE) program including those currently in use by state agencies, the Multi-Agency Coordination System (MACs) as developed by FIRESCOPE



program, the operational area concept, and the Master Mutual Aid Agreement and related mutual aid systems."

**State Emergency Plan** - As defined in Government Code §8560 (b) "...means the State of California Emergency Plan as approved by the Governor." (Where in effect as defined in Government Code §8568, "...The State Emergency Plan shall be in effect in each political subdivision of the state, and the governing body of each political subdivision shall take such action as may be necessary to carry out the provisions thereof.")

**State of Emergency** - As defined in Government Code §8558 (b)"...means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by such conditions as air pollution, fire, flood, 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 or conditions causing a 'state of war emergency,' which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission."

**A state of emergency proclamation by the Governor is warranted when:**

1. There exists conditions of disaster or of extreme peril to the safety of persons, which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission [Government Code Sections 8558(b)and 8625(a)]; or
2. The Governor is requested to do so by the mayor of a city or the chairman of the county board of supervisors or the county administrative officer [Section 8625(b)]; or
3. The Governor finds that local authority is inadequate to cope with the emergency [Section 8625(c)]; and
4. Local emergency response costs are significant to make these costs eligible for reimbursement under the California Disaster Assistance Act or as a prerequisite for a request for federal disaster assistance for state and local governments.

### **Appendix M: Acronyms**

Acronyms used throughout this plan and their full names are listed below as they appear in the document:

- AA/CA – After Action (report)/ Corrective Action (plan)
- BCSHA – Business Consumer Services and Housing Agency
- CAHAN – California Health Alert Network
- CALOES – California Governor's Office of Emergency Services
- CALSTA – California State Transportation Agency
- CAISO – California Independent System Operator
- CCLHO – California Conference of Local Health Officers
- CBO – Community-based Organizations
- CCB – California Council of the Blind
- CDFA – California Department of Food & Agriculture
- CDPH – California Department of Public Health
- CHEAC – County Health Executives Association of California
- CHHS – California Health and Human Services Agency
- CDSS – California Department of Social Services
- CPUC – California Public Utility Commission
- CRC – Regional Council of Rural Counties
- CSAC – California State Associations of Counties
- CSC – California Service Corps (now called CaliforniaVolunteers)
- CSWC – California State Warning Center
- CUEA – California Utilities Emergency Association
- DCA – Department of Consumer Affairs
- DDS – Department of Developmental Services
- DHCS – Department of Health Care Services
- DME – Durable Medical Equipment (i.e., wheelchairs, shower chairs)
- DOA – Department of Aging
- DOR – Department of Rehabilitation
- EAS – Emergency Alert System
- EDIS – Emergency Digital Information System
- EMSA – Emergency Medical Services Authority
- EOCs – Emergency Operations Centers
- FTB – Franchise Tax Board
- IHSS – In-Home Support Services

JEOC – Joint Emergency Operations Center (Multi-Agency)  
JIC – Joint Information Center  
JPA – Joint Powers Authority  
LEAGUE – League of Cities  
LEMSA – Local Emergency Medical Services Agency  
MHCC – Medical and Health Coordination Center (State level CDPH/EMSA)  
MHOAC – Medical Health Operational Area Coordinator  
MOT – Maritime Tropical Oppressive Air Mass  
NGOs – Non-Governmental Organizations  
NWS – National Weather Service  
OA – Operational Area  
OES – Office of Emergency Services  
PD – Police Department  
PHO – Public Health Officer  
PIO – Public Information Office / Public Information Officer  
PSAs – Public Service Announcements  
REOC – Cal OES Regional Emergency Operations Center (Coastal, Inland, Southern)  
RDMHC – Regional Disaster Medical Health Coordinator  
RDMHS – Regional Disaster Medical Health Specialist  
RIMS – Response Information Management System  
SEMS – Standardized Emergency Management System  
SIRL – State Information and Referral Line  
SNFs – Skilled Nursing Facilities  
SOC – State Operations Center  
SRO – Single Room Occupancy  
TDD/TTY – Telecommunications device for the deaf

## Appendix N: Helpful References

- *Electric Power Disruption, Toolkit for Local Government, Office of Emergency Services, June, 2001*
- *City of New York*
- *Excessive Cold Events Guidebook, EPA 430-B-06-005, June 2006*
- *Cold waves, Pennsylvania Emergency Management Agency*
- *City of Los Angeles' Emergency Operations Master Plan and Procedures, Cold Emergency Response Plan Annex, April 2001 Revised.*
- *City of New York, Office of Emergency Management*
- *Winter Storm Preparedness: <http://www.redcross.org/prepare/disaster/winter-storm>*
- *Winter Storms: The Deceptive Killers, NWS Publication, [http://www.weather.gov/os/winter/resources/Winter\\_Storms2008.pdf](http://www.weather.gov/os/winter/resources/Winter_Storms2008.pdf)*

## Appendix O: Key State Agencies Involved in the Contingency Plan for Excessive Cold Emergencies

California Governor's Office of Emergency Services (Cal OES)  
California State Transportation Agency (Cal STA)  
California Department of Aging (CDA)  
California Department of Community Services & Development (CSD)  
California Department of Food and Agriculture (CDFA)  
California Department of General Services (DGS)  
California Health and Human Services Agency (CHHS)  
California Department of Public Health (CDPH)  
California Department of Social Services (CDSS)  
California Independent System Operator (CAISO)  
California National Guard (CNG)  
CaliforniaVolunteers  
California Utilities Emergency Association (CUEA)  
California Department of Industrial Relations and Cal/OSHA  
Department of Consumer Affairs (DCA)  
Department of Drug and Alcohol Programs (ADP)  
Department of Developmental Services (DDS)  
Department Developmental Services (DDS)  
Department of Health Care Services (DHCS)  
Department of Housing & Community Development (HCD)  
Department of Rehabilitation (DOR)  
Department of Transportation (Cal TRANS)  
Business Consumer Services and Housing Agency (BCSHA)  
Employment Development Department (EDD)  
Labor & Workforce Development Agency (LWDA)  
Emergency Medical Services Authority (EMSA)  
Franchise Tax Board (FTB)

**Appendix P: Agenda for Extreme Cold/Freeze Emergency Alert Conference Call**

Date:

Time:

Phone #:

Attendee Roll Call:

---

1. Opening remarks:

2. Weather forecast:

3. Report on local activities to date:

- a. Preparedness Efforts
- b. Alerts/Notifications/Public Information Message
- c. Shelter Locations/POCs
- d. Transportation
- e. Public Health and Safety
- f. Agriculture or Livestock
- g. Business and Utilities
- h. Volunteers & Donations
- i. Critical Resource Needs
- j. Emerging Issues or Concerns

4. State agency support activities to date:

5. Set priorities for the next 12, 24, 48 and 72 hours:

6. Set next conference call time:

---