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OFFICE OF THE CITY CLERK
OAKLAND

2017 NOV 21 PM 3: 57

AGENDA REPORT

TO: Sabrina B. Landreth
City Administrator

FROM: Darin White
Fire Chief

SUBJECT: Fiscal Year 2017 Urban Area Security
Initiative Program Grant Agreement

DATE: October 23, 2017

City Administrator Approval

Date:

11/21/17

RECOMMENDATION

Staff Recommends That The City Council Approve A Resolution Authorizing The City Administrator, Or Her Designee To: A) Enter Into The Urban Area Security Initiative (UASI) Grant Administration Agreement With The City And County Of San Francisco; B) Accept, Appropriate, And Administer Up To One Million One Hundred Ninety-two Thousand Five Hundred Nine Dollars (\$1,192,509.00) UASI Grant Funds For Federal Fiscal Year (FY) 2017; C) Approve The FY 2017 UASI Recommended Spending Plan; D) Authorize A Contribution From The General Purpose Fund In An Amount Equivalent to the Department's Central Services Overhead (CSO) Charges Affiliated with Said Grant Estimated At Seventeen Thousand, One Hundred Fifty-Seven Dollars (\$17,157.00) for FY 2017-18 and Fifty-One Thousand, Four Hundred Seventy-One Dollars (\$51,471.00) for FY 2018-19; And E) Expend Funds In Accordance With Said Recommended Spending Plan Without Further Council Approval Provided the City's Hiring And Contract Services Requirements And Programs/Policies Are Followed.

EXECUTIVE SUMMARY

Passage of this resolution will authorize the City Administrator, or her designee, to enter into a grant administration agreement with the City and County of San Francisco for one million one hundred ninety-two thousand five hundred nine dollars (\$1,192,509.00) for FY 2017, to accept, administer, appropriate and expend the FY 2017 UASI funding for this grant year as per the Grant award/agreement and recommended spending plan, and to authorize a contribution from the General Purpose Fund (GPF) in an amount equivalent to the Department's Central Services Overhead (CSO) costs associated with the grant in an amount estimated at seventeen thousand, one hundred fifty-seven dollars (\$17,157.00) for FY 2017-18 and fifty-one thousand, four hundred seventy-one dollars (\$51,471.00) for FY 2018-19. The grant agreement includes the mandatory processes for requests for reimbursement of the approved salaries and benefits, contracts, and purchases. The term of this Agreement shall commence on November 1, 2017 and shall end at 11:59 p.m. Pacific Time Zone on May 31, 2019.

Item: _____
Public Safety Committee
December 5, 2017

BACKGROUND / LEGISLATIVE HISTORY

The City of Oakland Fiscal Year (FY) 2017 UASI grant proposal was approved by the Bay Area Urban Area Security Initiative (UASI) Approval Authority and the City of Oakland has been awarded a grant allocation of up to one million one hundred ninety-two thousand five hundred nine dollars (\$1,192,509.00), for FY 2017 as part of an investment for the regional planning, training, exercises, equipment, interoperable communications projects and initiatives (**Attachment A**). The allowable scope of activities includes an all-hazards approach to catastrophic events, such as major earthquakes, provided that these activities also build capabilities that relate to terrorism.

On January 20, 2004, the City Council approved Resolution No. 78295 C.M.S. authorizing the Interim City Manager to accept, appropriate and expend the initial UASI Grant funds.

On January 3, 2006, the Department of Homeland Security announced that the separate UASI entities, which included the cities of Oakland, San Francisco and San Jose, would be consolidated into one urban area for purposes of awarding UASI funding. The Bay Area UASI now encompasses twelve (12) counties, three (3) major cities, over one hundred (100) municipalities and involves an area of eight thousand eight hundred (8,800) square miles with significant critical infrastructure including three (3) international airports, two (2) major ports, and international icons and centers of commerce and technology that are critical not only to the Bay Area economy, but also to national and global economies. The Bay Area UASI Metropolitan Statistical Area footprint contains over eight million (8,000,000) residents. The Bay Area UASI improves the capacity of member agencies within San Francisco metropolitan area to prevent, protect against, respond to, and recover from terrorist incidents and catastrophic events.

The purpose of the FY 2017 United States Department of Homeland Security, UASI Programs, is to provide financial assistance to the San Francisco Bay Area Region to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond and recover from threats or acts of terrorism.

ANALYSIS AND POLICY ALTERNATIVES

The following program/project initiatives have been authorized and approved by the United States Department of Homeland Security, the California Office of Homeland Security and the Bay Area UASI Approval Authority:

(A) Information Analysis and Sharing:

- The City of Oakland Emergency Management Services Division will initiate a project to strengthen planning, critical infrastructure planning, and enhance recovery capabilities. The project supports up to five (5) full time equivalent (FTE) emergency management and planning staff who conduct planning, preparedness, mitigation, prevention, response and recovery including cyber-

security planning activities with a direct nexus to anti-terrorism through integration into regional efforts.

- During the grant period, the City will conduct a project to support critical communications and data systems coordinated to and through the City of Oakland Emergency Operations Center (EOC) including but not limited to emergency management, fire and law enforcement online coordination and resource allocation tools such as WebEOC, satellite communications systems, enhanced virtual desktop infrastructure, and vital system (such as computer aided dispatch) integrations with situational awareness platforms.

(B) Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) Detection, Response, and Decontamination:

- East Bay Hub Supply Node: This project provides a storage, staging and deployment location with an enhanced cache of CBRNE equipment for first responders in the Bay Area including but not limited to, all cities in Alameda County and surrounding operational areas.

(C) Infrastructure Protection:

- Patrol Officer Vests: This project provides for the safety of Oakland Police Department (OPD) officers and will be made available to all cities in Alameda County and surrounding operational areas including but not limited to: Contra Costa County, San Francisco City and County, and other Bay Area jurisdictions requesting assistance through mutual aid agreement.
- Electronic Services Unit Equipment Vehicle: This vehicle will allow the Electronic Services Unit to respond with equipment to all four (4) of the Bay Area UASI hubs during all stages of an incident.
- Helicopter Simulator: This simulator will allow OPD to train pilots for a variety of incident scenarios including response to all four of the Bay Area UASI hubs. In addition, it will allow pilots to train for all stages of an incident: prevention, protection, mitigation, response and recovery. The simulator would be available to other agencies within the region that operate helicopter units such as: East Bay Regional Park District, Contra Costa County Sherriff's Office, and the San Jose Police Department.

FISCAL IMPACT

Approval of this resolution will authorize the acceptance and appropriation of UASI funds. The only impact to the General Purpose Fund is a contribution for any CSO fees associated with the FY 2016 UASI Grant in the estimated amounts of seventeen thousand, one hundred fifty-seven

dollars (\$17,157.00) for FY 2017-18 and fifty-one thousand, four hundred seventy-one dollars (\$51,471.00) for FY 2018-19.

1. AMOUNT OF RECOMMENDATION/COST OF PROJECT:
Grant Amount: \$1,192,509.00 (one million one hundred ninety-two thousand five hundred nine dollars)
Performance Period: November 1, 2017 to May 31, 2019
2. COST ELEMENTS OF AGREEMENT/CONTRACT:

| Cost Category | Program Category/Project Title | Amount |
|--|---|-----------------------|
| (A) Information Analysis and Sharing | Planners-Supports up to 5 FTE | \$600,000 |
| (A) Information Analysis and Sharing | EOC Enhancements, data systems and communications support and maintenance | \$150,000 |
| (B) CBRNE Detection, Response, and Decontamination | East Bay Hub Supply Node | \$125,000 |
| (C) Infrastructure Protection | Patrol Officer Vests | \$25,000 |
| (C) Infrastructure Protection | Electronic Services Unit Equipment Vehicle | \$132,508 |
| (C) Infrastructure Protection | Helicopter Simulator | \$160,001 |
| Total | | \$1,192,059.00 |

Grant funds shall be appropriated into U.S. Department of Homeland Security Fund (2123), Office of Emergency Services Organization (20711), a grant project to be determined, and Emergency Management Services Division/Homeland Security Program (PS21).

PUBLIC OUTREACH / INTEREST

The general public, all cities, special districts, non-governmental agencies and counties within the Bay Area UASI footprint are invited to participate in the UASI Grant planning and proposals processes. Panel members are organized in each area of the region to represent the East, West, North and South Bay Hubs to review all submitted grant proposals. The panel recommendations are forwarded to the UASI Advisory Group who review and vet each proposal. Final recommendations for funding are then sent to the UASI Approval Authority for final approvals. UASI Approval Authority Meeting dates are posted on the Bay Area UASI website: <http://www.bayareauasi.org/events-calendar>.

COORDINATION

The FY 2017 UASI grant application processes involved numerous meetings with hundreds of participants from throughout the Region in which the City of Oakland Police Department, Fire Department, Emergency Management Services Division and Department of Information Technology staff regularly attend. As part of the allocation and grant process, the urban areas' various workgroups are required to engage in an additional process to prioritize the grant proposal funding and projects based on their allocations. This fully integrated coordination process ensures that the projects funded are fully integrated throughout the Bay Area UASI Region providing for optimal response and capabilities for the safety and security of all Bay Area residents.

SUSTAINABLE OPPORTUNITIES

Economic: Emergency preparedness and planning activities enhance the City of Oakland's efforts to provide a climate in which economic development and economic resiliency can flourish.

Environmental: All planning, preparedness, mitigation, prevention, response and recovery activities provide for the preservation of environmentally significant and/or historic properties to the highest extent possible.

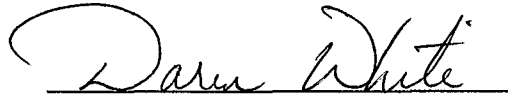
Social Equity: The UASI regional collaboration and planning projects explicitly incorporate consideration for populations who need extra support which include but are not limited to non-English speaking residents, persons with access and functional needs and economically disadvantaged residents. The FY 2017 UASI grant projects will also help to ensure social equity during catastrophic incidents.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends City Council approve a resolution authorizing the City Administrator or her designee, to: a) enter into the Urban Area Security Initiative (UASI) Grant administration agreement with the City and County of San Francisco; b) accept, appropriate, and administer up to one million one hundred ninety-two thousand five hundred nine dollars (\$1,192,509.00) UASI grant funds for federal fiscal year (FY) 2016; c) approve the FY 2017 UASI recommended spending plan; d) authorize a contribution from the General Purpose Fund in an amount equivalent to the Department's Central Services Overhead (CSO) charges affiliated with said grant estimated amounts of seventeen thousand, one hundred fifty-seven dollars (\$17,157.00) for FY 2017-18 and fifty-one thousand, four hundred seventy-one dollars (\$51,471.00) for FY 2018-19; and e) expend funds in accordance with said recommended spending plan without further Council approval provided the city's hiring and contract services requirements and programs/policies are followed.

For questions regarding this report, please contact Mitchell Green, Acting Emergency Services Division Manager at (510) 238-6067.

Respectfully submitted,



Darin White
Fire Chief

Reviewed by:
Angela Robinson Piñon, Chief of Staff
Oakland Fire Department

Attachment (1):

UASI FY17 Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
AMONG

City of Oakland, City of San Jose, City and County of San Francisco, County of Alameda, County of Contra Costa, County of Marin, County of Monterey, County of San Mateo, County of Santa Clara, County of Sonoma

This Memorandum of Understanding (“MOU”) dated **DECEMBER 1, 2017**, sets forth the agreements of the **City of Oakland, City of San Jose, City and County of San Francisco, County of Alameda, County of Contra Costa, County of Marin, County of Monterey, County of San Mateo, County of Santa Clara and County of Sonoma** relating to the application for and allocation and distribution of federal Urban Areas Security Initiative (“UASI”) Program grant funds and other regional grant funds.

This MOU is made with reference to the following facts and circumstances:

- A. The above named cities and counties (collectively, the “Parties” and individually, a “Party”) are committed to regional cooperation and coordination in building and sustaining capabilities to provide the greatest capability for prevention, protection, mitigation, response, and recovery from threats or acts of terrorism and other catastrophic events in the Bay Area region in accordance with grant guidelines. The Bay Area UASI includes the jurisdictions as defined by the U.S. Department of Homeland Security.
- B. Beginning in 2006, the U.S. Department of Homeland Security (“DHS”) utilized a “core-city, core-county” concept to determine risk and allocate grant funds. The jurisdictions in the Bay Area UASI used that same concept to establish the Bay Area UASI Approval Authority (“Approval Authority”) as the Urban Area Working Group (“UAWG”) for the Bay Area UASI, comprised of Representatives from the Urban Area’s core cities and counties. In 2008 and subsequent years, DHS used the U.S. Census-determined Metropolitan Statistical Area as a component of its risk methodology and specified that the UAWG take a regional approach to establish representation and membership.
- C. In 2006, the core cities and counties of the Bay Area Urban Area – the City and County of San Francisco, the City of Oakland, the City of San Jose, the County of Alameda and the County of Santa Clara – approved a Memorandum of Understanding (“2006 MOU”), followed by a 2007 Memorandum of Understanding (“2007 MOU”), that established the objectives, governance structure, responsibilities, reporting structure, and financial agreements to be used in applying for UASI and other federal homeland security grant funding.
- D. The Parties updated the 2007 MOU in 2011, and updated the 2011 MOU in 2013. Such updates pertained to the objectives, governance structure, membership, responsibilities, reporting structure, and financial arrangements used by the Bay Area UASI in applying for, allocating and distributing UASI Program grant funding, and other regional grant funds. The 2013 MOU is set to expire on December 1, 2017. The Parties intend that this MOU shall, upon its Effective Date, supersede and replace the 2013 MOU in its entirety.

45 ACCORDINGLY, the Parties agree as follows:
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47 1. Bay Area UASI Region Approval Authority: The Bay Area UASI Region Approval Authority
48 (“Approval Authority”) shall continue for the purposes and on the terms and conditions
49 set forth below.
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51 a. Membership. The Parties shall appoint Members to the Approval Authority as
52 follows: City of Oakland, City of San Jose, City and County of San Francisco, County
53 of Alameda, County of Contra Costa, County of Marin, County of Monterey, County
54 of San Mateo, County of Santa Clara, and County of Sonoma.
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56 Selection of Representatives. Each Party is responsible for selecting primary and
57 alternate Representatives to the Approval Authority. Each Party shall select its own
58 Representatives. Each Party shall designate its Representatives, and may change a
59 Representative designation, by written notice as specified under this MOU, to the
60 General Manager.
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62 b. Membership Eligibility Requirements. Each Party must be willing and legally able to
63 accept and manage federal homeland security grant funds.
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65 c. Authority of Representatives. Each Party’s primary and alternate Representatives
66 shall be authorized to take action for and speak on behalf of the Party.
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68 d. Attendance Requirement. If a Party fails to send a Representative to two or more
69 Approval Authority meetings in a calendar year, the Approval Authority may remove
70 that Party as a Member of the Approval Authority by a two-thirds vote. In the event
71 of such a vote, the Party in question will not be eligible to vote on said issue.
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73 e. Purpose. The purpose of the Approval Authority is to provide effective direction and
74 governance for grant programs under the jurisdiction of the Approval Authority, and
75 to coordinate a regional approach to prevention, protection, mitigation, response
76 and recovery to homeland security threats and hazards in accordance with DHS
77 grant guidelines. To the extent consistent with grant program requirements, the
78 Approval Authority shall:
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- 80 i. Approve the Bay Area UASI Goals and Objectives and THIRA (Threat and
81 Hazards Identification and Risk Assessment), which shall provide focus to grant
82 investments
- 83 ii. Adopt a regional risk management framework to administer the UASI
84 Homeland Security Grant Program, and related grants, consistent with the
85 grant guidelines and direction provided by the U.S. Department of Homeland
86 Security (DHS) and the California Office of Emergency Services (Cal OES).
- 87 iii. Approve grant allocation methodologies.
- 88 iv. Approve all UASI Program and related grant applications.

- 89 v. Approve allocation and distribution of grant funds under the jurisdiction of the
90 Approval Authority.
- 91 vi. Approve an annual budget for the Bay Area UASI Management Team, based
92 on a July 1 – June 30 Fiscal Year.
- 93 vii. Approve the establishment, purpose, and membership of any advisory bodies
94 whose purpose is to advise the Approval Authority.
- 95
- 96 f. Representatives’ Roles and Responsibilities. Each Approval Authority
97 Representative shall:
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- 99 i. Be prepared for and attend all Approval Authority meetings.
- 100 ii. Communicate with his or her jurisdiction’s management staff and
101 stakeholders about the discussions and decisions of the Approval Authority,
102 as permitted by law.
- 103
- 104 g. Urban Area Working Group (UAWG). The Approval Authority shall constitute the
105 primary UAWG for the UASI region, with support from the UASI General Manager
106 and UASI Management Team.
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- 108 h. Other Federal Grants. The Approval Authority may decide to apply the agreements,
109 structures, processes and mechanisms specified in this MOU in applying for,
110 allocating and distributing other types of federal grant funding for the Bay Area UASI
111 region. Any such decision shall be by a two-thirds vote of the Approval Authority.
- 112
- 113 i. Voting. The Approval Authority shall vote according to the following procedures:
- 114
- 115 i. All votes of the Approval Authority shall require a majority vote for passage of
116 any item, unless a higher threshold is specified in this MOU or set by the
117 Approval Authority in its By-laws.
- 118 ii. Each Representative shall have one vote.
- 119 iii. Each Representative present at a meeting shall vote “yes” or “no” when a
120 question is put, unless excused from voting by a motion adopted by a majority
121 of the Members.
- 122 iv. Approval Authority Representatives shall disclose any conflict of interest
123 involved in their voting on an item, and shall, if necessary, request to be
124 excused from the vote on that item.
- 125
- 126 j. Quorum. A quorum shall consist of the majority of the Representatives on the
127 Approval Authority. A quorum is at least six voting Representatives. The Approval
128 Authority may not meet or conduct official business in the absence of a quorum.
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- 130 2. City of Oakland Obligations. During the term of this MOU, Oakland shall designate one
131 primary individual and one alternate as a full voting Member of the Approval Authority.

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3. City of San Jose Obligations. During the term of this MOU, San Jose shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.

4. City and County of San Francisco Obligations. During the term of this MOU, San Francisco will provide the following services to the Approval Authority:
 - a. Designate two primary Representatives and two alternates as full voting Members of the Approval Authority.
 - b. Serve as the UASI region point of contact with the U.S. Department of Homeland Security (DHS) and California Office of Emergency Services (Cal OES) in connection with grants under the jurisdiction of the Approval Authority.
 - c. Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval Authority during the term of this MOU, notwithstanding that another Party may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent pursuant to the process determined in the By-laws.

5. Alameda County Obligations. During the term of this MOU, Alameda County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.

6. Contra Costa County Obligations. During the term of this MOU, Contra Costa County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.

7. Marin County Obligations: During the term of this MOU, Marin County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.

8. Monterey County Obligations: During the term of this MOU, Monterey County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.

9. San Mateo County Obligations: During the term of this MOU, San Mateo County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.

10. Santa Clara County Obligations: During the term of this MOU, Santa Clara County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.

11. Sonoma County Obligations: During the term of this MOU, Sonoma County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.

12. Obligations of All Parties. All Parties shall:



- 176 a. Participate in the implementation of regional projects and initiatives within the Bay
177 Area Urban Area that are consistent with the mission and decisions of the Approval
178 Authority, including participation in the Risk Management Program on an annual
179 basis.
180 b. Provide personnel with subject-matter expertise to participate on working groups
181 established by the Approval Authority and/or the General Manager. Such personnel
182 shall be authorized to take action for and speak on behalf of the Party.
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184 13. General Manager.

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186 a. The Approval Authority shall establish the minimum qualifications for the General
187 Manager position, and may establish desired and preferred qualifications.
188 b. The Approval Authority shall select a General Manager.
189 c. The General Manager shall be an employee or contractor of the Fiscal Agent.
190 d. While the City and County of San Francisco is the Fiscal Agent, the General Manager
191 will be an employee, and not a contractor, of San Francisco.
192 e. The employing jurisdiction is responsible for the work of the General Manager, and
193 for directing and managing that work consistent with the duties determined and
194 established by the Approval Authority. Nothing in this Agreement is intended to
195 interfere with the right of the employing jurisdiction to take employment action
196 regarding the employee assigned as General Manager, including but not limited to
197 imposing discipline up to and including termination of employment.
198 f. The individual selected by the Approval Authority shall be assigned to work full-time
199 as the General Manager. The General Manager position shall be funded through
200 grant funds.
201 g. Nothing in this MOU is intended to interfere with the right of the Approval Authority
202 to remove the General Manager from his or her role as the General Manager of the
203 Bay Area UASI Management Team.

204 14. UASI Management Team.

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206 a. In consultation with the Approval Authority, the General Manager may select
207 employees of the Parties or independent contractors to serve on the Management
208 Team. The salaries of those employees assigned to serve on the Management Team
209 shall be funded through grant funds. Nothing in this MOU is intended to interfere
210 with the right of an employing jurisdiction to take employment action regarding an
211 employee assigned to the Management Team, including but not limited to imposing
212 discipline up to and including termination of employment.
213 b. The General Manager is responsible for the work of employees assigned to the
214 Management Team, and for directing and managing that work consistent with the
215 general duties determined and established by the General Manager with the
216 employing jurisdiction.
217

- 218 15. Grants and Contracts Awarded for UASI Grant-Funded Projects. On behalf of, and by a
219 vote of the Approval Authority, the Fiscal Agent may apply for federal grant funding for
220 the UASI region. All grants and contracts awarded using UASI Program grant funds
221 received by the UASI region shall conform to all applicable federal and state grant and
222 contracting requirements.
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- 224 a. Fiscal Agent. The City and County of San Francisco shall be the Fiscal Agent for the
225 Bay Area UASI, notwithstanding that another Party may indicate its desire to
226 become the Fiscal Agent and may become the Fiscal Agent pursuant to the process
227 determined in the By-laws. The Fiscal Agent shall serve as the sub-grantee for funds
228 granted by DHS and Cal OES to the Bay Area Urban Area. The Fiscal Agent shall
229 provide all financial services and establish procedures and execute sub-recipient
230 agreements for the distribution of grant funds to jurisdictions selected by the
231 Approval Authority to receive grant funds. The Parties understand that until the
232 Fiscal Agent and a sub-recipient jurisdiction fully and finally execute a sub-recipient
233 agreement, the Fiscal Agent shall have no obligation to disburse grant funds to that
234 jurisdiction. The Parties acknowledge and agree that grant decisions are subject to
235 the discretion and decision-making of Cal OES and the Approval Authority. A Party
236 or other sub-recipient jurisdiction that takes any action, informal or formal, to
237 appropriate, encumber or expend grant funds before final allocation decisions by Cal
238 OES and the Approval Authority, and before a sub-recipient agreement is fully and
239 finally executed with the Fiscal Agent, assumes all risk of possible non-allocation or
240 non-reimbursement of funds.
- 241 b. All requests for funding or reimbursement from the Fiscal Agent shall meet any
242 guidelines and requirements established by the Fiscal Agent. The guidelines may
243 include requirements for record keeping, internal audits, signature authority for
244 approval of reimbursement requests, submission of financial reports, and
245 compliance with professional accounting standards. The Fiscal Agent may recover
246 eligible costs for legal, financial, and other services through the grants administered
247 by the Fiscal Agent.
- 248 c. A Member who is a signatory to this Memorandum of Understanding and who has
249 met all the requirements to hold a seat on the Approval Authority may request to be
250 considered by the remaining Members of the Approval Authority to assume the role
251 of Fiscal Agent at any time during the term of this Memorandum of Understanding.
252 The Approval Authority shall consider the application, along with any applications of
253 other Members, according to the process contained in the By-laws.
- 254 d. The City and County of San Francisco, as the Fiscal Agent, will file a performance
255 evaluation for the General Manager with input from the Approval Authority, on an
256 annual basis pursuant to the Human Resources Rules of the City and County of San
257 Francisco.
258
- 259 16. By-laws. The Approval Authority shall promulgate By-laws to govern implementation of
260 this MOU, and to set duties and responsibilities for the General Manager and
261 Management Team. The By-laws shall be consistent with the terms of this MOU.

262 Wherever the By-laws conflict with the MOU, the MOU controls. The By-laws may be
263 adopted and amended by a two-thirds vote of the Approval Authority.
264

265 17. Indemnification. In lieu of and notwithstanding the pro rata risk allocation that might
266 otherwise be imposed between the Parties pursuant to Government Code Section
267 895.6, the Parties agree that all Losses (as defined below) incurred by a Party in
268 connection with this MOU or the activities contemplated by this MOU shall not be
269 shared pro rata but instead the Parties agree that pursuant to Government Code Section
270 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties,
271 including, without limitation, their officers, board members, employees and agents,
272 harmless from any Losses imposed for injury (as defined by Government Code Section
273 810.8) arising in connection with the negligent acts or omissions or willful misconduct of
274 the indemnifying Party, including, without limitation, its officers, board members,
275 employees or agents, under or in connection with or arising out of any work, authority
276 or jurisdiction delegated to such Party under this Agreement. No Party, including,
277 without limitation, any officer, board member, employee or agent thereof, shall be
278 responsible for any Losses occurring by reason of the negligent acts or omissions or
279 willful misconduct of other Parties hereto, including, without limitation, their officers,
280 board members, employees or agents, under or in connection with or arising out of any
281 work, authority or jurisdiction delegated to such other Parties under this Agreement.
282 For purposes of this Section, Losses shall mean any and all claims, demands, losses,
283 liabilities, damages (including foreseeable and unforeseeable consequential damages to
284 the extent arising from third party claims), liens, obligations, interest, injuries, penalties,
285 fines, lawsuits and other proceedings, judgments and awards and costs and expenses
286 (including, without limitation, reasonable attorneys' fees and costs, and consultants'
287 fees and costs) of whatever kind or nature, known or unknown, contingent or
288 otherwise.
289

290 18. Conflicts of Interest. If and when a Party identifies an actual or potential conflict of
291 interest among one or more of the Parties, that Party shall send written notification to
292 all Parties. The Party with the actual or potential conflict shall respond to the notice
293 within three business days. The response shall indicate whether the Party agrees or
294 disagrees that a conflict exists. If the Party agrees, that Party may take appropriate
295 action to cure the conflict, if possible, and shall describe its corrective actions in its
296 response. If a Party disagrees, or cannot cure an actual conflict, the Approval Authority
297 shall meet on the conflict within not less than 30 calendar days of the initial notice, in an
298 effort to resolve the conflict. The Approval Authority shall schedule a special meeting if
299 necessary to meet this timeline. All notices under this section shall be provided under
300 Section 28, Notices.
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302 19. Effective Date and Term. This MOU shall take effect on **December 1, 2017** ("Effective
303 Date") and shall remain in effect through **November 30, 2021**, unless sooner terminated
304 as provided below ("Term").
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20. Termination.

- a. Any Party may terminate its participation in this MOU by providing 30 days' advance written notice of its termination to all Parties and the General Manager. That Party shall fulfill any grant-related or contractual obligations to the Fiscal Agent. This MOU shall continue in effect between the remaining Parties.
- b. The Approval Authority may terminate any Party's participation in this MOU by a two-thirds vote, due to failure of the Party to meet the membership eligibility requirements under Section 1 of this MOU. A Party whose membership in the MOU is terminated must still fulfill any grant-related or contractual obligations to the Fiscal Agent.
- c. The Approval Authority may terminate this MOU at any time, for convenience and without cause, by unanimous vote. Any such action of the Approval Authority shall specify the date on which the termination shall be effective, which date shall be at least six months from the date of the Approval Authority's action to terminate the MOU.

21. Jurisdiction and Venue. The laws of the State of California shall govern the interpretation and performance of this MOU. Venue for any litigation relating to the formation, interpretation or performance of this MOU shall be in San Francisco, CA.

22. Modification. This MOU may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this MOU.

23. Cooperative Drafting. This MOU has been drafted through a cooperative effort of the Parties, and all Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

24. Survival of Terms. The obligations of the Parties and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Section 17.

25. Complete Agreement. This is a complete agreement and supersedes any prior oral or written agreements of the Parties regarding the subject matter of this MOU, including but not limited to the process for applying for and distributing grant funding for the Bay Area Urban Area. Without limiting the foregoing, this MOU supersedes the Memorandum of Understanding dated December 1, 2006 and the 2007 MOU, the 2011 MOU, and the 2013 MOU.

26. Severability. Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or

350 unenforceable, then (a) the validity of other provisions of this MOU shall not be
351 affected or impaired thereby, and (b) such provision shall be enforced to the maximum
352 extent possible so as to effect the intent of the Parties and shall be reformed without
353 further action by the Parties to the extent necessary to make such provision valid and
354 enforceable.

355
356 27. Counterparts. This MOU may be executed in several counterparts, each of which is an
357 original and all of which constitutes but one and the same instrument.

358
359 28. Notice.

360 a. Any notices required hereunder shall be given as follows:

361

362 If to the **City and County of San Francisco**, to:

363 Anne Kronenberg, Executive Director
364 Department of Emergency Management
365 1011 Turk Street
366 San Francisco, CA 94102
367 (415) 558-2745
368 Anne.kronenberg@sfgov.org

369 and

370 Raemona Williams, Deputy Chief of Administration
371 San Francisco Fire Department
372 698 Second Street
373 San Francisco, CA 94107
374 (415) 558-3411
375 raemona.williams@sfgov.org

376 If to the **City of Oakland**, to:

377 Cathey Eide, Emergency Services Manager
378 Oakland Fire Department
379 1605 Martin Luther King Jr. Way, 2nd Floor
380 Oakland, CA 94612
381 (510) 238-6069
382 ceide@oaklandnet.com

383

384 If to the **City of San Jose**, to:

385 Raymond Riordan, Director
386 Office of Emergency Services
387 855 N. San Pedro St. 4th Floor
388 San José, CA 95110
389 (408) 794-7055
390 ray.riordan@sanjoseca.gov

391

392 If to **Alameda County**, to:
393 Richard T. Lucia, Undersheriff
394 Alameda County Sheriff's Office
395 1401 Lakeside Drive 12th Floor
396 Oakland, CA 94612
397 (510) 272-6868
398 rlucia@acgov.org

399
400 If to **Contra Costa County**, to:
401 Mike Casten, Undersheriff
402 Contra Costa County Sheriff's Office
403 651 Pine Street, 7th Floor
404 Martinez, CA 94553
405 (925) 335-1512
406 mcast@so.cccounty.us

407
408 If to **Marin County**, to:
409 Robert Doyle, Sheriff
410 Marin County Sheriff's Office
411 1600 Los Gamos Dr. #200
412 San Rafael, CA 94903
413 (415) 473-7250
414 S_Doyle@marinsheriff.org

415
416 If to **Monterey County**, to:
417 Gerry Malais, Emergency Services Manager
418 Office of Emergency Services
419 1414 Natividad Road
420 Salinas, CA 93906
421 (831) 796-1901
422 malaisg@co.monterey.ca.us

423
424 If to **San Mateo County**, to:
425 Trisha Sanchez, Undersheriff
426 San Mateo County Sheriff's Office
427 400 County Center, 3rd Floor
428 Redwood City, CA 94063
429 (650) 599-1662
430 tsanchez@smcgov.org

431
432 If to **Santa Clara County**, to:
433 Ken Kehmna, Fire Chief
434 Santa Clara County Fire Department
435 70 W. Hedding Street

436 San Jose, CA 95110
437 (408) 378-4010
438 ken.kehmna@cnt.sccgov.org
439

440 If to **Sonoma County**, to:
441 Christopher Helgren, Emergency Manager
442 Sonoma County Fire and Emergency Services Department
443 2300 County Center Drive, Suite 220B
444 Santa Rosa, CA 95403
445 (707) 565-1152
446 Christopher.Helgren@sonoma-county.org
447

- 448
- 449 b. Notices shall be deemed given when received if given in person, by facsimile or
 - 450 by electronic means (if a record of receipt is kept by the sending party showing
 - 451 the date and time of receipt) or three (3) days following deposit in the United
 - 452 States Mail, postage prepaid, to the addressees set forth in subsection (a) above.
 - 453 c. Any Party may change its contact individual and/or address for notice by giving
 - 454 written notice of the change to the General Manager.
- 455

456 The individuals executing this MOU represent and warrant that they have the legal capacity and
457 authority to do so on behalf of their respective legal entities.

458
459 The undersigned approve the terms and conditions of this MOU.
460

461 **City of Oakland, California**
462
463 Signature: _____
464 By: _____
465 Title: _____
466

467 **City of San Jose, California**

468

469 Signature: _____

470 By: _____

471 Title: _____

472

13 UASI MOU 2017

081017 Approval Authority Meeting Agenda Item 3: Appendix A3 2017 Master MOU

473 **City and County of San Francisco, California**

474

475 Signature: _____

476 By: _____

477 Title: _____

478

479 **County of Alameda, California**

480

481 Signature: _____

482 By: _____

483 Title: _____

484



15 UASI MOU 2017

081017 Approval Authority Meeting Agenda Item 3: Appendix A3 2017 Master MOU

485 **County of Contra Costa, California**
486
487 Signature: _____
488 By: _____
489 Title: _____
490



491 **County of Marin, California**

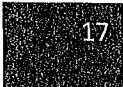
492

493 Signature: _____

494 By: _____

495 Title: _____

496



17 UASI MOU 2017

081017 Approval Authority Meeting Agenda Item 3: Appendix A3 2017 Master MOU

497 **County of Monterey, California**

498

499 Signature: _____

500 By: _____

501 Title: _____

502

503 **County of San Mateo, California**

504

505 Signature: _____

506 By: _____

507 Title: _____

508

19 UASI MOU 2017

081017 Approval Authority Meeting Agenda Item 3: Appendix A3 2017 Master MOU

509 **County of Santa Clara, California**
510
511 Signature: _____
512 By: _____
513 Title: _____
514
515



516 **County of Sonoma, California**

517

518 Signature: _____

519 By: _____

520 Title: _____

521

21 UASI MOU 2017

081017 Approval Authority Meeting Agenda Item 3: Appendix A3 2017 Master MOU

1 **BAY AREA URBAN AREA SECURITY INITIATIVE (UASI)**
2 **APPROVAL AUTHORITY**

3
4 **BY-LAWS**

5
6 **Approved by the Approval Authority on August 10, 2017**
7

8 **ARTICLE I – FORMATION**
9

10 The Bay Area Urban Area Security Initiative Approval Authority (“Approval Authority”)
11 was established by a Memorandum of Understanding between the City and County of
12 San Francisco, the City of Oakland, the City of San Jose, the County of Alameda and
13 the County of Santa Clara, dated July 1, 2006. A successor Memorandum of
14 Understanding between the same parties, dated July 1, 2007, continued the Approval
15 Authority. New Memoranda of Understanding dated December 1, 2011 (“2011 MOU”)
16 and December 1, 2013 (“2013” MOU) were entered by the initial parties and the
17 following additional government entities from the Bay Area Urban Area: County of
18 Contra Costa, County of Marin, County of Monterey, County of San Mateo and County
19 of Sonoma, with the California Office of Emergency Services (“Cal OES”) as a then non-
20 voting member. Cal OES is no longer a member of the Approval Authority. The
21 current Member entities are collectively referred as “parties”. The 2013 MOU expires on
22 December 1, 2017. The parties intend to establish a new 2017 MOU prior to the
23 expiration of the 2013 MOU.
24

25 **ARTICLE II – PURPOSE**
26

27 The Approval Authority provides overall governance of the Urban Areas Security
28 Initiative (“UASI”) homeland security grant program, as well as other grant programs
29 under the jurisdiction of the Approval Authority, across the Bay Area Urban Area. The
30 Approval Authority coordinates development and implementation of all grant projects,
31 programs and initiatives, and ensures compliance with grant program requirements, as

32 more fully set forth in the 2017 MOU.

33

34 **ARTICLE III – MEMBERS AND REPRESENTATIVES**

35

36 The Members of the Approval Authority are **City of Oakland, City of San Jose, City**
37 **and County of San Francisco, County of Alameda, County of Contra Costa,**
38 **County of Marin, County of Monterey, County of San Mateo, County of Santa**
39 **Clara and County of Sonoma.** Each Member, other than the City and County of San
40 Francisco, shall select one primary and one alternate Representative to the Approval
41 Authority, as specified in the 2017 MOU. The City and County of San Francisco shall
42 select two primary and two alternate Representatives. Unless expressly specified in
43 these By-laws, a reference to a Member's Representative is to the Member's primary
44 Representative.

45

46 **ARTICLE IV – OFFICERS AND GENERAL DUTIES**

47

48 Section 4.1. Selection of Chair and Vice-chair. The officers of the Approval Authority
49 are the Chair and Vice-chair. The Approval Authority shall elect a Chair and Vice-chair
50 from among the Members' primary Representatives on an annual basis at the January
51 Approval Authority meeting. Alternate Representatives cannot serve as the Chair or
52 Vice-chair of the Approval Authority.

53

54 Section 4.2. Term of the Chair and Vice-chair. The Chair and Vice-chair shall serve a
55 one-year term. If the Chair is unable to complete his or her term, the Vice-chair shall
56 become Chair for the remaining period of the Chair's term, and the Approval Authority
57 shall elect a new Vice-chair at the next regularly scheduled meeting to serve the
58 remaining period of the Vice-chair's term.

59

60 Section 4.3. Duties of the Chair. The Chair shall perform the following duties:

61 (a) Approve the agenda for all Approval Authority meetings.

62 (b) Preside over all meetings of the Approval Authority.

- 63 (c) Call special meetings of the Approval Authority outside of the regular
64 meeting schedule, subject to Section 6.3 (Special Meetings), below.
- 65 (d) Cancel a meeting of the Approval Authority, but only if there is no quorum
66 or a declared local, state, or national emergency that impacts the Bay
67 Area Urban Area.

68

69 Section 4.4. Duties of the Vice-chair. The Vice-chair shall fulfill the duties of the Chair
70 any time when the Chair is unavailable, or when so designated by the Chair.

71

72 **ARTICLE V – COMMITTEES AND WORK GROUPS**

73

74 Section 5.1. Regional Working Groups. The General Manager may create discipline-
75 specific and/or functionally-determined working groups, which shall report to the
76 General Manager, to make comprehensive assessments and recommendations that
77 address risk reduction, increase capabilities on a regional basis, vet regional project
78 proposals, and review grant allocations. These regional working groups may elect
79 Chairs from among their memberships.

80

81 **ARTICLE VI – APPROVAL AUTHORITY MEETINGS**

82

83 Section 6.1. Open Meeting Policy. It is the policy of the Approval Authority to conduct
84 official business through open and public meetings. The Approval Authority shall
85 conduct its meetings, and the meetings of any committees established by the Approval
86 Authority, in compliance with the Ralph M. Brown Act, California Government Code
87 §54950 *et seq.* (the “Brown Act”).

88

89 Section 6.2. Regular Meetings. The Approval Authority shall meet at 10:00 a.m. on the
90 second Thursday of the month pursuant to a Regular Meeting Schedule to be adopted
91 by the Approval Authority each November.

92

93 Section 6.3. Special Meetings. The Chair may call special meetings with ten (10)

94 business days' advance notice. In addition, a majority of the Representatives of the
95 Approval Authority may call a special meeting by vote at a noticed meeting. Materials
96 for a special meeting may be distributed at the meeting, with the exception of the
97 meeting agenda, which must be distributed and posted publicly 24 hours in advance of
98 the meeting, per the Brown Act.

99

100 Section 6.4. Meeting Agenda. The Chair shall set the agenda for Approval Authority
101 meetings. Approval Authority Representatives and the General Manager may request
102 the Chair to include items on the agenda. Each agenda shall specify the date, time and
103 location of the meeting and contain a meaningful description of each item of business to
104 be transacted or discussed. Agendas must also include information regarding the
105 location where members of the public may inspect agenda materials distributed to the
106 Approval Authority fewer than 72 hours before a meeting, as well as information on
107 accommodation for persons with disabilities.

108

109 Section 6.5. Submitting Materials for Regular Meeting Agenda Items. The General
110 Manager or other person designated to present an agenda item shall prepare and
111 submit materials for that item to the Chair no less than ten (10) calendar days before the
112 meeting, using the Approval Authority Agenda Item Template. (Appendix A)

113

114 Section 6.6. Distribution of Meeting Materials. Except as described in Section 6.3
115 (Special Meetings), at least 72 hours before the meeting, and to the extent practicable,
116 seven (7) calendar days before an Approval Authority meeting, the General Manager
117 shall distribute to all primary Representatives a meeting agenda, approved by the Chair,
118 along with any supporting or supplementary materials, including staff reports on agenda
119 items. The General Manager shall also post the agenda.

120

121 (a) *Distribution to Representatives.* The General Manager shall distribute the
122 meeting agenda via email to Approval Authority Representatives. At the
123 written request of a Representative, the General Manager will also
124 distribute the agenda to that individual by any other means, including U.S.

125 mail or fax. In addition, a Representative may identify in writing up to
126 three (3) additional persons, such as the Representative's assistant or
127 officials of the Representative's Member, to whom the General Manager
128 shall distribute the agenda.

129 (b) *General Posting.* The General Manager shall post the agenda at the
130 meeting location and on the UASI website. Except with regard to special
131 meetings, the General Manager shall post on the website all public
132 materials for the meeting at least 72 hours before the meeting, and to the
133 extent practicable, seven (7) calendar days before the meeting.

134 (c) *Other Distribution.* Members of the public may submit a written request to
135 the General Manager to receive copies of Approval Authority agendas
136 and/or agenda materials. A written request shall be valid for the calendar
137 year in which it is submitted, and must be renewed the following January 1
138 of each year. The General Manager shall provide a copy of the agenda
139 and/or agenda materials by email or U.S. mail to each person with a
140 current written request submitted to the General Manager.

141

142 Section 6.7. Meeting Minutes. The General Manager shall prepare minutes of each
143 Approval Authority meeting and submit them to the Approval Authority. The Chair shall
144 make the draft minutes available and subject to review and approval at the next
145 regularly scheduled Approval Authority meeting. The General Manager shall post
146 approved minutes on the UASI website following the meeting where the minutes are
147 approved. Meeting minutes shall include the following information:

148

- 149 (a) All actions by motion, including dissenting votes;
- 150 (b) Documents filed, including staff reports;
- 151 (c) Brief summary of discussion; and
- 152 (d) Public comments

153

154 Section 6.8. Audio Recordings. The General Manager shall ensure that all meetings of
155 the Approval Authority and any committees of the Approval Authority are audio

156 recorded. Except for closed sessions, the recordings are public records, available upon
157 request, and posted to the UASI website at <http://bayareauasi.org>.

158

159 Section 6.9. Closed Session. The Approval Authority may meet in closed session as
160 permitted by law. Notice of the closed session must be included in the meeting agenda
161 and public comment may be given in accordance with the Brown Act. The Approval
162 Authority must vote to enter closed session. The Chair shall report publicly any action
163 taken in closed session as required by law or as determined by vote of the Approval
164 Authority.

165

166 Section 6.10. Order of Business. Meetings of the Approval Authority shall proceed as
167 set forth in the agenda, except that the Chair may call items out of order for any
168 reasonable purpose, or Members may request a change in the order of agenda items by
169 a majority vote of the Board.

170

171 Section 6.11 Electronic Messaging During Meetings. Text messaging during a meeting
172 could enable a Member to surreptitiously communicate with another Member or
173 interested parties, or receive evidence or direction as to how to vote, from an outside
174 party, that other Members and the parties do not see. These circumstances may
175 undermine the integrity of the proceeding and raise due process concerns. Text
176 messaging or use of other personal electronic communications devices during any
177 meeting of a policy body presents serious problems. The Brown Act and Sunshine
178 Ordinance presume that public input during a meeting will be "on the record" and visible
179 to those who attend or review a tape of the meeting. But members of the public will not
180 observe the text messages that Members of the policy body receive during the meeting.
181 Hence the public will not be able to raise all reasonable questions regarding the basis
182 for the policy body's actions. And text messaging among Members of the policy body
183 concerning an agenda item or other business of the body could lead to an unlawful
184 seriatim meeting in the midst of a formal meeting. Text messaging related to meeting
185 agenda items is strictly prohibited, and any text messaging during meetings is strongly
186 discouraged.

187 Section 6.12. Public Participation. It is the policy of the Approval Authority to
188 encourage and permit public participation and comment on matters within the Approval
189 Authority's jurisdiction, as follows.

190

191 (a) *Public Comment on Agenda Items.* The Approval Authority will take public
192 comment on each item on the agenda. The Approval Authority will take
193 public comment on an action item before the Approval Authority takes
194 action on that item. Persons addressing the Approval Authority on an
195 agenda item shall confine their remarks to the particular agenda item. For
196 each agenda item, each member of the public may address the Approval
197 Authority once, for up to three minutes. The Chair may limit the public
198 comment on an agenda item to less than three minutes per speaker,
199 based on the nature of the agenda item, the number of anticipated
200 speakers for that item, and the number and anticipated duration of other
201 agenda items.

202 (b) *General Public Comment.* The Approval Authority shall include general
203 public comment as an agenda item at each meeting of the Approval
204 Authority. During general public comment, each member of the public
205 may address the Approval Authority on matters within the Approval
206 Authority's jurisdiction. Issues discussed during general public comment
207 must not appear elsewhere on the agenda for that meeting. Each
208 member of the public may address the Approval Authority once during
209 general public comment, for up to three minutes. The Chair may limit the
210 total general public comment to 30 minutes and may limit the time
211 allocated to each speaker depending on the number of speakers during
212 general public comment and the number and anticipated duration of
213 agenda items.

214 (c) *Comment, Not Debate.* Approval Authority Representatives and other
215 persons are not required to respond to questions from a speaker.
216 Approval Authority Representatives shall not enter into debate or
217 discussion with speakers during public comment, although Approval

218 Authority Representatives may question speakers to obtain clarification.
219 Approval Authority Representatives may ask the General Manager to
220 investigate an issue raised during public comment and later report to the
221 Approval Authority. The lack of a response by the Approval Authority to
222 public comment does not necessarily constitute agreement with or support
223 of comments made during public comment. The Approval Authority is not
224 permitted to take any action with respect to items that are not on a
225 meeting agenda, absent special circumstances and in compliance with the
226 Brown Act.
227

228 **ARTICLE VII – GENERAL MANAGER AND MANAGEMENT TEAM**

229

230 Section 7.1. General Manager. The assignment of the General Manager, including
231 selection, duties, evaluation, and removal, shall be governed by the 2017 MOU and
232 these By-laws. The General Manager shall:

- 233
- 234 (a) Act in accordance with the 2017 MOU, these By-laws, and any policies
235 and procedures established by the Approval Authority.
 - 236 (b) Establish proposed criteria, rationale, and methodology, consistent with
237 grant guidelines, for selecting governmental entities from within the Bay
238 Area Urban Area for representation. The Approval Authority shall approve
239 the criteria, rationale and methodology and the selection of jurisdictions.
 - 240 (c) Make reasonable efforts to balance regional representation on the
241 Management Team.
 - 242 (d) Direct and manage the work of the personnel assigned to the
243 Management Team to support the Approval Authority initiatives and
244 projects. The General Manager shall carry out this responsibility by
245 appropriate means determined in his or her sole discretion, including but
246 not limited to setting job duties and responsibilities, performance goals
247 and expectations, conducting performance plans and evaluations,
248 directing corrective action plans, and removing personnel from an

249 assignment to the Management Team, with or without cause at any time;
250 however, the employing jurisdiction retains all power to issue written
251 reprimands or suspensions to personnel assigned to the Management
252 Team.

253 (e) Regularly report on the status of recruitment for positions in the
254 Management Team. Recruitments for positions in the Management Team
255 shall be open, competitive, and fair.

256 (f) At the last regularly scheduled meeting of the fiscal year, present to the
257 Approval Authority information on individuals selected for assignment to
258 the Management Team. The General Manager shall provide job
259 descriptions and compensation (as set by the employing agency) for
260 review and approval. All new positions require approval of the job
261 description and compensation by the Approval Authority prior to their
262 effective date; further, any changes to compensation must be approved by
263 the Approval Authority.

264 (g) At the last regularly scheduled meeting of the fiscal year, submit a
265 recommended annual work plan for the upcoming year, for the General
266 Manager and Management Team, for approval by the Approval Authority.
267 The annual work plan shall include specific deliverables and timelines, as
268 well as an organizational chart for the Management Team. During the
269 course of the year, the General Manager shall present any proposed
270 changes to the work plan to the Approval Authority for its review and
271 approval.

272

273 Section 7.2. Performance Review. The Fiscal Agent, as the hiring manager for the
274 General Manager, shall conduct an annual performance review of the General Manager
275 with input from the Approval Authority.

276

277 Section 7.3. Management Team. The General Manager may select personnel for
278 assignment to the Management Team as provided in the 2017 MOU.

279

280 Section 7.4. Management Team Functions and Duties. Under the direction and
281 supervision of the General Manager, the personnel assigned to the Management Team
282 shall perform functions and duties in support of the grant programs under the jurisdiction
283 of the Approval Authority, and shall:

284

- 285 (a) Act in accordance with the 2017 MOU, these By-laws, and any policies
286 and procedures established by the Approval Authority.
- 287 (b) Oversee and execute all administrative tasks associated with application
288 for and distribution of grant funds and programs.
- 289 (c) Coordinate and manage any working groups, and serve as the liaison
290 between those groups to ensure regional coordination and collaboration.
- 291 (d) Maintain all records associated with the activities of the Approval
292 Authority, Management Team and any working groups, including but not
293 limited to records regarding application, funding and disbursement
294 processes for grants under the jurisdiction of the Approval Authority.
- 295 (e) Provide regional coordination, monitoring, and appropriate oversight and
296 management of grant funded projects and programs.
- 297 (f) Work with working groups, as well as appropriate Bay Area stakeholders,
298 to obtain input and make recommendations to the Approval Authority on
299 application for and allocation and distribution of grant funds under the
300 jurisdiction of the Approval Authority, and policy and programmatic
301 objectives in alignment with the federal grant guidelines and the regional,
302 state and federal homeland security strategies.
- 303 (g) Perform additional functions, duties and responsibilities as determined and
304 established by the General Manager.

305

306 Section 7.5. Budget. At the last regularly scheduled meeting of the fiscal year, the
307 General Manager shall submit a recommended annual Management Team budget for
308 approval by the Approval Authority. The budget shall include recommendations for the
309 upcoming fiscal year, for all staff and consultant resources, training, and travel
310 expenses of the Management Team.

311

312 Section 7.6. General Manager's Reports. At each Approval Authority meeting, the
313 General Manager and/or his designee shall provide a written report and oral summary
314 that describes the following:

315

- 316 (a) All management activities related to grant projects and initiatives.
- 317 (b) Recommendations and major issues raised by any working group.
- 318 (c) Any proposed changes to the annual Management Team Work Plan, for
319 approval by the Approval Authority before implementation.

320

321 In addition, the General Manager and/or his designee shall provide written periodic
322 financial reports, with an oral summary at the meeting, that include grant expenditures
323 and a summary of travel and training expenses for the Management Team for the
324 previous quarter.

325

326 **ARTICLE VIII – GRANT INVESTMENTS AND ADMINISTRATION**

327

328 Section 8.1. UASI Grant Allocation Methodology. The Approval Authority shall use a risk
329 and capability-based methodology to apply for and allocate grant funds. To be eligible
330 for funding, jurisdictions within the Bay Area UASI must participate in the risk and
331 capability assessment process on an annual basis. In addition, those jurisdictions must
332 be able to sign the grant assurances and comply with all federal, state, and local
333 requirements.

334

335 Section 8.2. Overarching UASI Grant Funding Policies. Investment of UASI grant funds
336 must:

337

- 338 (a) Have a high threat, high density urban area terrorism focus.
- 339 (b) Build regional capabilities, defined as capabilities for two or more counties.
- 340 (c) Enhance regional preparedness and directly support the national priority
341 on expanding regional collaboration in the National Preparedness System.

- 342 (d) Align with the Bay Area Urban Area Homeland Security Goals and
343 Objectives and THIRA (Threat and Hazard Identification and Risk
344 Assessment)
- 345 (e) Support the federal investment strategy.
- 346 (f) Incorporate the DHS grant program funding priorities as well as the
347 relevant national priorities.
- 348

349 Section 8.3. Grant Application.

350

- 351 a) The Management Team shall prepare grant applications for review and
352 approval by the Approval Authority.
- 353 b) The UASI grant application shall include grant project information, the
354 amount of proposed funding for each project and the proposed break-
355 down of the funding for that project by solution area (POETE – planning,
356 organization, equipment, training, and exercise), and the jurisdictions
357 proposed to receive the funding along with the amount of funding
358 proposed for each jurisdiction.
- 359 c) For all other grants, the grant application shall include the grant projects
360 and the amount of the proposed funding for each project. If consistent
361 with grant guidelines, the application shall designate the jurisdictions
362 proposed to receive funding and the amount proposed to be allocated to
363 each jurisdiction.
- 364 d) The Approval Authority shall approve all allocations specified in the grant
365 application prior to submittal to Cal OES; when practical, this approval
366 shall happen at least four weeks in advance.
- 367 e) The General Manager is authorized to adjust a grant application to
368 conform to required changes from Cal OES or the applicable federal
369 granting agency. The General Manager shall report back any adjustments
370 made to the Approval Authority at the next regularly scheduled meeting.

371 Section 8.4. Grant Award. The General Manager shall report to the Approval Authority
372 on a grant award received from Cal OES at the next regular meeting following the

373 award.

374

375 a) For the UASI grant, if the award is less than the application amount, the
376 General Manager shall submit recommendations for reallocation to the
377 Approval Authority for approval. The reallocation recommendation shall
378 include the grant projects, the amount of proposed funding for each
379 project, the jurisdictions proposed to receive the funding, as well as the
380 amount of funding proposed for each jurisdiction.

381 b) For any other grants under the jurisdiction of the Approval Authority, the
382 Approval Authority shall adopt requirements consistent with the grant
383 guidelines by vote of the Approval Authority.

384

385 Section 8.5. Modification of Grant Allocations. The General Manager is authorized to
386 modify the Approval Authority's allocation of grant funds as follows:

387

388 a) Within a grant project, approve scope changes requested by sub-recipient
389 jurisdictions as long as such scope changes are budget neutral and are
390 consistent with the original project goals and objectives as stated in the
391 project proposal, the Bay Area Homeland Security Goals and Objectives,
392 and/or FEMA requirements.

393 b) Within a grant project, reallocate funds up to a total of \$250,000. This
394 authority allows the General Manager to add or subtract from the
395 allocation by \$250,000. Any changes must be consistent with the original
396 project goals and objectives as stated in the project proposal, the Bay
397 Area Homeland Security Goals and Objectives, and/or FEMA
398 requirements. The General Manager and/or his designee shall report
399 such project budget changes under \$250,000 to the Approval Authority on
400 a biannual basis. The General Manager shall bring any budget change
401 that exceeds \$250,000 to the Approval Authority for approval prior to the
402 change.

403 c) Reallocate projects from one grant year to another grant year for the

404 purpose of expending grant funds within applicable grant performance
405 periods, in essence allowing approved projects a longer time period for
406 completion. The General Manager and/or his designee must report to the
407 Approval Authority any timeline changes for projects with budgets over
408 \$250,000 that delay the final project completion date by more than six
409 months.

410 d) Obtain the appropriate approvals from Cal OES for grant modifications.

411 e) Pursuant to the Grants Management Manual, propose solutions to the
412 Approval Authority for when funding becomes available because the sub-
413 recipient jurisdiction is unable or no longer interested implementing project
414 goals and objectives as originally approved by the Approval Authority or
415 expenditures for a project are lower than originally budgeted.

416

417 Section 8.6 Fiscal Agent. Per the Department of Homeland Security Grant Guidelines,
418 the State Administrative Agent (SAA) is responsible for ensuring compliance with
419 fiduciary and programmatic administration requirements of the UASI Program, as such it
420 must identify a Point of Contact for the application and acceptance of grant funds. This
421 responsibility may be undertaken on behalf of the Bay Area Urban Area by any qualified
422 Member of the Approval Authority, as identified and approved by the SAA.

423

424 a) The Fiscal Agent shall:

425 i. Be a party to the Bay Area UASI Memorandum of
426 Understanding.

427 ii. Have the financial ability to advance funding for grants in
428 advance of reimbursement from the Department of Homeland
429 Security or other Federal or State granting agencies.

430 iii. Have the legal authority to apply for Federal assistance and
431 have the institutional, managerial and financial capability to
432 ensure proper planning, management and completion of the
433 grant provided by the U.S. Department of Homeland Security
434 (DHS)/Federal Emergency Management Agency (FEMA) and

- 435 sub-granted through the State of California, California Office of
436 Emergency Services (Cal OES).
- 437 iv. Be able to assume responsibility as the Fiscal Agent, and in
438 doing so to not disrupt the orderly business of the Approval
439 Authority or the administration of existing grants and projects.
- 440 v. Have certification by an independent Certified Public Accountant
441 (CPA) that criteria #ii-iv above can be successfully met.
442
- 443 (b) Fiscal agent responsibilities shall include:
444
- 445 i. Serve as sub-grantee for UASI funds and other program grant
446 funds granted by DHS and Cal OES and establish procedures and
447 execute sub-recipient agreements for distribution.
- 448 ii. Serve as the UASI region point of contact with U.S. Department of
449 Homeland Security (DHS)/Federal Emergency Management
450 Agency (FEMA) and the State of California, California Office of
451 Emergency Services (Cal OES).
- 452 iii. Ensure that all allocations and use of funds are in accordance with
453 the Homeland Security Grant Program Notice of Funding
454 Opportunity, and the California Supplement to the Homeland
455 Security Grant Program Federal Notice of Funding Opportunity.
456 Grant funding must support the goals and objectives of the
457 Approval Authority, the State and/or Bay Area Homeland Security
458 Goals and Objectives as well as the investments identified in the
459 Investment Justifications submitted as part of the California
460 Homeland Security Grant Program application.
- 461 iv. Establish and maintain procedures and provide all financial
462 services for distribution of UASI and other program grant funds.
- 463 v. Comply with all applicable Federal statutes, regulations, policies,
464 guidelines and requirements, including the Uniform Guidance per 2
465 CFR 200 and E.O. 12372.

- 466 vi. Provide progress reports and other such information as may be
467 required by the Approval Authority and/or the awarding agency.
- 468 vii. Cooperate with any assessments, evaluation efforts, and information
469 or data collection requests, including, but not limited to, the provision
470 of any information required for the assessment or evaluation of any
471 activities within this agreement.
- 472 viii. Meaningfully assist during any transition of responsibilities to another
473 Member agency.
- 474
- 475 c) At any time during the term of this Memorandum of Understanding, any
476 Member of the Approval Authority may, by written notice to the Co-Chairs
477 of the Approval Authority, request consideration of the Approval Authority
478 to assume the role of Fiscal Agent. The Fiscal Agent must meet all of the
479 criteria specified in section 8.6 (a) above.

480

481 Section 8.7. Grant Management Manual. The General Manager shall maintain a Bay
482 Area UASI Grant Management Manual. This Manual shall outline policies and
483 procedures for grant allocations and expenditures, grant management and
484 administration, and any other applicable requirements. Any Approval Authority
485 Representative or the General Manager may present proposed changes to the Grants
486 Manual at any time. Any amendments to the Manual shall be effective only if and when
487 adopted by the Approval Authority.

488

489 **ARTICLE IX – GOVERNING AUTHORITY; DEFINED TERMS**

490

491 The Approval Authority shall operate in accordance with the 2017 MOU. Any portion of
492 the By-laws or any other procedural document that conflicts with the 2017 MOU is null
493 and void to the extent of such conflict. Capitalized terms not defined herein shall have
494 the meaning ascribed to them in the 2017 MOU.

495

496

497 **ARTICLE X – AMENDMENT OF THE BY-LAWS**

498

499 These By-laws may be amended by a two-thirds vote of the Approval Authority.

500 Amendment to the By-laws must be made as a public agenda item at an Approval

501 Authority meeting.

502

503 **ARTICLE XI – EFFECTIVE DATE**

504

505 These By-laws are effective beginning the first regular meeting after adoption.

506 Appendix A
507 *Approval Authority Agenda Item Template*
508
509 **To: Bay Area UASI Approval Authority**
510 **From:**
511 **Date:**
512 **Re: Item #**

513
514 **Staff Recommendations:**

515
516
517
518

519 **Action or Discussion Items:**

520
521
522

523 **Discussion:**

524
525
526

FILED
OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL

Amad S. Iti
City Attorney

2017 NOV 21 PM 3:57

RESOLUTION No. _____ C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR, OR HER DESIGNEE TO:

- A) ENTER INTO THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT ADMINISTRATION AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO;
- B) ACCEPT, APPROPRIATE, AND ADMINISTER UP TO ONE MILLION ONE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED NINE DOLLARS (\$1,192,509.00) IN SAID UASI GRANT FUNDS FOR FEDERAL FISCAL YEAR (FY) 2017;
- C) APPROVE THE FY 2017 UASI RECOMMENDED SPENDING PLAN;
- D) AUTHORIZE A CONTRIBUTION FROM THE GENERAL PURPOSE FUND IN AN AMOUNT EQUIVALENT TO THE DEPARTMENT'S CENTRAL SERVICES OVERHEAD (CSO) CHARGES AFFILIATED WITH SAID GRANT ESTIMATED AT SEVENTEEN THOUSAND, ONE HUNDRED FIFTY-SEVEN DOLLARS (\$17,157.00) FOR FY 2017-2018 AND FIFTY-ONE THOUSAND, FOUR HUNDRED SEVENTY-ONE DOLLARS (\$51,471.00) FOR FY 2018-2019; AND
- E) EXPEND FUNDS IN ACCORDANCE WITH SAID RECOMMENDED SPENDING PLAN WITHOUT FURTHER COUNCIL APPROVAL, INCLUDING PURCHASES IN EXCESS OF THE CITY ADMINISTRATOR'S PURCHASING AUTHORITY OF EQUIPMENT AND SERVICES REQUIRED BY THE GRANT, PROVIDED FEDERAL AND CITY ADVERTISING, BIDDING AND REQUEST FOR PROPOSAL/QUALIFICATION REQUIREMENTS AND OAKLAND'S PURCHASING AND REQUIREMENTS AND PROGRAMS/POLICIES ARE FOLLOWED

WHEREAS, the United States Department of Homeland Security ("DHS") consolidated the separate San Jose, Oakland, and San Francisco Urban Areas into a combined Bay Area Urban Area ("UASI Region") for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative ("UASI") program grant funds; and

WHEREAS, the Bay Area Urban Area Approval Authority ("Approval Authority") was established as the Urban Area Working Group ("UAWG") for the UASI Region, to provide overall governance of the homeland security grant program across the UASI Region, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, the City and County of San Francisco is the Fiscal Agent for the Fiscal Year (FY) 2017 UASI grant award and an agreement with the City and County of San Francisco is required for the distribution, administration, and reimbursement of grant funds to the City of Oakland; and

WHEREAS, the City of Oakland FY 2017 UASI grant proposal was approved by the Bay Area UASI Approval Authority and the City of Oakland has been awarded a grant allocation of one million one hundred ninety-two thousand five hundred nine dollars (\$1,192,509.00), for FY 17

UASI performance period from November 1, 2017 through May 31, 2019 as part of an investment for the regional planning, training, exercises, equipment, interoperable communications projects and initiatives; and

WHEREAS, the Oakland Fire Department, Emergency Management Services Division's staffing is essential to ensure that Oakland is prepared for major emergency incidents and natural disasters as well as to support the regional planning efforts and functions; and

WHEREAS, the Fire Department is requesting a contribution from the General Purpose Fund for to offset the cost of the Department's Central Services Overhead charges estimated at seventeen thousand, one hundred fifty-seven dollars (\$17,157.00) for FY 2017-18 and fifty-one thousand, four hundred seventy-one dollars (\$51,471.00) for FY 2018-19 to ensure funding availability for grant expenses and to meet local grant concessions; and

WHEREAS, the authorized expenditures up to six hundred thousand (\$600,000) to support up to five (5) full-time equivalent (FTE) positions as described in the Council report; and

WHEREAS, the authorized expenditures up to one hundred fifty thousand dollars (\$150,000) to support critical communications and data systems coordinated to and through the City of Oakland Emergency Operations Center (EOC); and

WHEREAS, the authorized expenditures up to one hundred twenty-five thousand dollars (\$125,000) for Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) detection, response, and decontamination; and

WHEREAS, the authorized expenditures up to twenty-five thousand dollars (\$25,000) for Patrol Officer Vests; and

WHEREAS, the authorized expenditures up to one hundred thirty-two thousand five hundred eight dollars (\$132,508) for an Electronic Services Unit equipment vehicle; and

WHEREAS, the authorized expenditures up to one hundred sixty thousand and one dollars (\$160,001) for a helicopter simulator; and

WHEREAS, all equipment in approved and recommended projects are identified on the Federally Authorized Equipment List ("AEL") as required by the UASI FY 2017 grant guidelines; and

WHEREAS, some expenditures on the approved FY 2017 UASI spending plan may exceed the City Administrator's purchasing authority, depending on the type of product or service under Oakland's Purchasing Ordinance, Oakland Municipal Code section 2.04.020; and

WHEREAS, staff recommends that the City Administrator, or her designee be authorized to make all purchases and enter into contracts identified on the FY 2017 UASI spending plan as identified in the report, without further review or action by the City Council, provided all such purchases and contracts are done in accordance with the City of Oakland purchasing and contracting requirements, policies, programs; and

WHEREAS, the City of Oakland is committed to cooperating with our regional partners to detect, prevent, prepare for, respond to, and recover from human-caused and natural disasters and to effectively carry out the programs of the FY 2017 UASI grant and to sustain programs made with previous years' UASI grants; now, therefore be it

RESOLVED, that the City Council authorizes the City Administrator or her designee to enter into the Bay Area UASI Grant Administration Agreement with the City and County of San Francisco for up to one million one hundred ninety-two thousand five hundred nine dollars (\$1,192,509.00) FY 2017 UASI Grant funds; and be it

FURTHER RESOLVED, that the City Administrator or her designee is authorized to accept and appropriate said FY 2017 UASI Grant funds up to one million one hundred ninety-two thousand five hundred nine dollars (\$1,192,509.00) into U.S. Department of Homeland Security Fund (2123), Emergency Management Services Division Organization (20711), a grant project to be determined, and Emergency Management Services/Homeland Security Program (PS21); and be it

FURTHER RESOLVED, that the City Administrator or her designee is authorized to approve allocations up to six hundred thousand (\$600,000) in the spending plan under the project "(A) staff Positions" to support up to five (5) full-time equivalent (FTE) positions for the FY 2017 UASI grant period of November 1, 2017 through April 30, 2019, or until funding is exhausted; and be it

FURTHER RESOLVED, that the City Administrator or her designee is authorized to approve allocations up to one hundred fifty thousand dollars (\$150,000) in the spending plan under the project to support critical communications and data systems coordinated to and through the City of Oakland Emergency Operations Center (EOC); and be it

FURTHER RESOLVED, that the City Administrator or her designee is authorized to approve allocations up to one hundred twenty-five thousand dollars (125,000) in the spending plan under the project for CBRNE Detection, Response, and Decontamination; and be it

FURTHER RESOLVED, that the City Administrator or her designee is authorized to approve allocations up to twenty-five thousand dollars (\$25,000) in the spending plan under the project for Patrol Officer Vests; and be it

FURTHER RESOLVED, that the City Administrator or her designee is authorized to approve allocations up to One hundred thirty-two thousand five hundred eight dollars (\$132,508) in the spending plan under the project for an Electronic Services Unit equipment vehicle; and be it

FURTHER RESOLVED, that the City Administrator or her designee is authorized to approve allocations up to one hundred sixty thousand and one dollars (\$160,001) in the spending plan under the project for a helicopter simulator; and be it

FURTHER RESOLVED, that all Central Services Overhead charges in an amount estimated at seventeen thousand, one hundred fifty-seven dollars (\$17,157.00) for FY 2017-18 and fifty-one

thousand, four hundred seventy-one dollars (\$51,471.00) for FY 2018-19 associated with this grant will be offset through a contribution of the General Purpose Fund to ensure availability for grant expenses and to meet local grant guidelines; and be it

FURTHER RESOLVED, that the City Administrator or her designee is authorized to make all purchases of equipment and services in the FY 2017 UASI spending plan identified in the report without further review or action by the City Council, including purchases that exceed the City Administrator's purchasing and contracting authority under Oakland Municipal Code section 2.04.020, provided all such purchases are done in accordance with City of Oakland purchasing and contracting requirements, policies, and programs; and be it

FURTHER RESOLVED, that all contracts authorized hereunder shall be approved for form and legality by the Office of the City Attorney and placed on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL WASHINGTON, GALLO, GIBSON MCELHANEY, GUILLEN, KALB, KAPLAN,
AND PRESIDENT REID

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California