

CITY OF OAKLAND
AGENDA REPORT

2009 JAN 15 PM 3:32

TO: Office of the City Administrator
ATTN: Dan Lindheim
FROM: Fire Department
DATE: January 27, 2009

RE: **A Report and Resolution Authorizing The City Administrator Or His Designee To: 1) Enter into an Urban Area Security Initiative (UASI) Grant Administration Agreement With The City And County Of San Francisco For Distribution Of Fiscal Year 2008 Urban Area Security Initiative (UASI) Grant Funds In The Amount Of Three Million Six Hundred Thousand Dollars (\$3,600,000.00) To The City of Oakland, And 2) Accept, Appropriate And Administer The Fiscal Year 2008 UASI Grant Allocations, And 3) Approve The Preliminary Spending Plan And Waive City Of Oakland Central Services Overhead (CSO) Fees Of Eighty Five Thousand Four Hundred And Sixty Nine Dollars (\$85,469), And 4) Expend Funds In Accord With The Preliminary Spending Plan Without Further Council Authorization, Including Purchases In Excess Of The City Administrator's Purchasing Authority For Equipment On The Federally Authorized Equipment List And Services Required By The Grant, Provided City Bidding Requirements And Purchasing Programs/Policies Are Followed**

SUMMARY

The proposed report and resolution seek the City Council's approval to enter into a Urban Area Security Initiative (UASI) Grant Administration Agreement with the City and County of San Francisco for the distribution of \$3,600,000.00 of grant funds allocated to the City of Oakland, approval of the preliminary spending plan, waive the Central Service Overhead (CSO) fees of \$85,469, and authorize the City Administrator or his designee to administer the programs included in the grant.

The performance period for the FY 08 UASI grant is October 1, 2008 through September 30, 2011.

FISCAL IMPACT

Approval of this proposed resolution will authorize the City of Oakland to enter into an Urban Area Security Initiative (UASI) Grant Administration Agreement with the City and County of San Francisco and accept a grant appropriation of \$3,600,000.00 of FY 2008 UASI grant funds for the City of Oakland to sustain and enhance its ability to accomplish the objectives of the grant. The primary objectives are to enhance the City of Oakland's overall emergency

Item: _____
Public Safety Committee
January 27, 2009

management and augment the City of Oakland's emergency prevention, mitigation, response and recovery capabilities which will provide regional benefits that also increase the region's emergency response capacities.

The FY 2008 UASI Grant fund is to be appropriated into U.S. Department of Homeland Security Fund (2123), Office of Emergency Services (20711), a grant project to be determined, and Office of Emergency Services/Homeland Security Program (PS21). The full grant fund will be appropriated to the Miscellaneous Federal Grants Account (46129).

The City and County of San Francisco is the fiscal agent for the FY 2008 UASI grant and will be processing reimbursement requests for all authorized grant expenditures. The Oakland Fire Department, Office of Emergency Services and Homeland Security Unit will be responsible for administering this agreement and ensuring that all requirements set forth in the agreement will be met.

At this time, the Urban Area Security Initiative (UASI) grant received by the City of Oakland does not require any matching funds and there are no other associated fees with this UASI grant distribution and administration agreement.

The FY 2008 UASI grant will reimburse the City of Oakland for Oakland's Homeland Security eligible projects, programs and emergency planning staff up to \$2 million dollars. Pre-approved, eligible expenses as stated will be related to salaries, supplies, contract services and equipment as outlined in Appendix A of the proposed FY 2008 Sub-Grantee Agreement.

The proposed expenditure plan is as follows:

- Four (4.0) full time (FTE) positions that will work for the Oakland Fire Department, Office of Emergency Services. The positions will be funded by the UASI grant for the purpose of sustaining and completing projects funded under the FY 05, FY 06 and FY 07 UASI grants and to oversee new FY 08 projects that have a direct positive impact and benefit to the City of Oakland and also provide regional benefits. These projects include but are not limited to: local emergency planning, training, exercises, participating in the regional grant oversight group, representing Oakland on twelve (12) UASI working groups and ensuring compliance with national Homeland Security initiatives. The total costs for these positions from April 30, 2009 - May 1, 2010, including benefits are \$616,049.00. The positions job descriptions are attached in Appendix A.

It is anticipated that the four (4.0) FTEs that will be funded by the FY 2008 UASI grant will continue to be funded with UASI grant awards in future years. The Bay Area UASI Approval Authority is in the process of submitting the FY 2009 UASI grant proposal, which if approved would provide funding for the four (4.0) FTE's from May 1, 2010 – May 3, 2011. Once the UASI grant funding is either exhausted or the UASI grant position(s) are discontinued, the incumbents in the four (4.0) FTEs will be released from their positions.

- A subsidy of \$16,582 for an existing Accountant III position in the Oakland Fire Department, Fire Administration that will spend 10% of her time as a Resource Planner for the FY 2008 SUASI grant program to assist in maximizing resources, budget and human capital.

A total of \$1,367,369.00 in funding will be available for eligible equipment, contract services, training and supplies. For the FY 2008 UASI grant funds, the following equipment, supplies and contract services have been identified thus far totaling \$1,367,369.00 and will be procured:

- 1) The amount of \$305,000 will be utilized for continued emergency management contract services, supplies, duplicating, travel expenses and other miscellaneous program costs.
- 2) The remaining \$1,062,369.00 will also be utilized to purchase equipment, supplies and contract services that will augment our emergency management and response capabilities as well as provide regional benefit.

The Pre-approved Purchases are include and are not limited to the following projects:

- 1) Augment the existing Alerting and Warning/Notification System
- 2) Mobile Unified Command and Response Public Safety Vehicle
- 3) Critical Infrastructure Protection/Essential Services- Power Transfer Switch/Generator
- 4) Police Department- Additional P7200 Radios for Radio Cache

All equipment purchased with UASI grant funds must be listed on the federal 2008 Authorized Equipment List (AEL) and be approved by the State of California prior to purchase.

The aforementioned staffing, equipment and supplies expenditures represent the City of Oakland's pre-approved eligible expenses of \$2,000,000.00.

For the FY 2008 UASI grant, Oakland has also been awarded \$1 million dollars to continue enhancement of its public safety radio system. The Federal Standards for Communications is P-25 and the City of Oakland, Department of Information Technology (DIT), has been working toward this standard for several years. Oakland is working with the other regional partners to meet P-25 standards, radio/data compatibility and to become a part of the regional and statewide interoperability initiatives. Oakland Fire, Police, OES and DIT staff have been working diligently on various grant proposals that will augment the City's radio funds and expedite the City's timeline for meeting P-25 compliance and achieving interoperability with other public safety agencies within the region.

Item: _____
Public Safety Committee
January 27, 2009

The proposed equipment was a planned purchase for the future and the expenditures would have come from the City's Radio fund. Therefore, this grant will provide the city with a substantial savings that can be used to make other necessary communication enhancements ahead of schedule.

The \$1 million dollars will be utilized as follows:

- 1) Purchase necessary additional hardware and software to achieve P-25 compliance and continue to move towards interoperability with the East Bay Regional Communications System (EBRCS), other public safety agencies not a part of EBRCS and the Bay Area Regional Interoperability Consortium (BAYRICS). (\$1,000,000.00).

Interoperability Infrastructure Equipment List To Be Purchased

Network First Interoperability System	\$ 50,340.00
EDACS IP P25 Gateway	\$ 75,756.00
VIDA Project 25 NSC Upgrade	\$ 819,290.00
Regional VIDA Manager and System Servers	\$ 147,239.00
SENECA Project Upgrade	\$ 74,805.00
TOTAL	\$1,167,430.00

The difference of the costs of \$167,430.00 will come from the City of Oakland Radio: Fund (4200), Network Engineering and Maintenance Org. (46241), Radio Material Account (52515), Project 0000000, IP68.

Other FY08 UASI grant funding received by the City of Oakland is for the UASI Management team staff and other programmatic components, pre-approved as eligible expenses under previous UASI grant agreements, are noted as follows:

- 1) One (1.0) full time (FTE) position assigned to the SUASI grant management team, which assists in the management of the \$29.7 million UASI grant funds for the Bay Area Region. This position will provide assistance with the programmatic management of the UASI grant and specific project deliverables. The estimated cost for this position from July 1, 2009 to June 30, 2010, including benefits, is \$250,000.00. These costs are separate and apart from the \$2 million Oakland grant award but will also be funded by the FY 2008 UASI grant award. Once the position is no longer necessary and/or the grant funds are no longer received, the position will be eliminated.
- 2) The Information Sharing/Critical Infrastructure Group - The City of Oakland will be reimbursed from the Northern California Regional Intelligence Center (NCRIC) project portion of the grant, up to \$75,000.00, to offset the cost of one (1.0) full time Engineer position in the Oakland Fire Department and up to \$75,000 to offset the cost of one (1.0)

Item: _____
Public Safety Committee
January 27, 2009

full time Police Officer position in the Oakland Police Department from May 1, 2009 to April 30, 2010. The total grant award amount is \$150,000 for both sworn positions. The City of Oakland has had sworn OPD and OFD staff members assigned to the Information Sharing components of the regional program and efforts since the FY05 UASI grant award.

Staff requests the Central Services Overhead (CSO) costs be waived for all positions funded under this program to ensure funding availability for grant activity expenses. The total CSO amount to be waived, from May 1, 2009 – June 30, 2010 is \$85,469. Additionally, staff requests that any other associated administrative, central stores or contract assessment that may be incurred be also waived. At this time, it is not anticipated that such indirect costs will be incurred, therefore, there is no estimated dollar value.

The CSO costs and all other indirect costs have been waived since Federal FY 2004 when Oakland began receiving UASI grant funding. Additionally, all the core urban area cities, including San Francisco and San Jose, receiving direct UASI grant funding awards have also been requested to and have waived the CSO costs since Federal FY 2004.

BACKGROUND

On January 3, 2006, the Department of Homeland Security announced that the separate Urban Area Security Initiative (UASI) entities that included the cities of Oakland, San Francisco and San Jose would be consolidated into one urban area for purposes of the UASI funding provided by the Federal government to high threat/high risk areas. The new "UASI" encompasses 10 counties, three major cities, over 100 municipalities and involves an area of 8800 square miles with significant critical infrastructure including three international airports, two major ports, international icons, centers of commerce and technology that are critical not only to the Bay Area economy, but to the national and global economies. The new UASI contains over seven million residents.

The UASI Approval Authority is comprised of the three (3) core cities: Oakland, San Jose and San Francisco and the three (3) core counties: Alameda, Santa Clara and San Francisco. This approval body is responsible for the overall oversight of the regional UASI grant funds and all affiliated programs, projects and activities. Since the FY 2006 UASI grant, the City and County of San Francisco was selected as the fiscal agent for all UASI grants by the UASI Approval Authority.

KEY ISSUES AND IMPACTS

The purpose of the FY 2008 Super Urban Area Security Initiative Grant (Award #2008-0006, OES ID #075-95017), passed through the California Office of Homeland Security from the United States Department of Homeland Security, is to provide financial assistance to the San Francisco Bay Area 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,

Item: _____
Public Safety Committee
January 27, 2009

respond to and recover from threats or acts of terrorism. 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.

The Bay Area region will continue to utilize the originally adopted governance structure and submit an executed Governance Structure Memorandum of Understanding (MOU) that will be valid through September 30, 2010 that was approved by all responsible parties and their elected officials during 2008. The Oakland City Council approved the UASI Governance Structure MOU and approved Oakland entering into such agreement on July 1, 2008, Resolution Number 81421 C.M.S.

The Urban Area Security Initiative (UASI) governance structure has been very effective in representing the interest of all parties within the Bay Area Region. The Bay Area UASI Approval Authority governance structure makes decisions regarding funding and homeland security grant funded programs, projects and activities for the duration of each grant performance period. As previously mentioned, the Approval Authority structure was approved by the Department of Homeland Security and California Office of Homeland Security and is comprised of a Memorandum of Understanding between the core cities of San Francisco, Oakland, and San Jose and the core counties of San Francisco, Alameda and Santa Clara.

In Federal FY 2006, the UASI program changed from an allocation process (using a formula based on threat/risk and population) to a competitive grant process and all Urban Areas are required to submit substantive grant applications for emergency management and homeland security program initiatives and justify to the Federal government the need for funding. There was also a separate threat/risk factor for each Urban Area, determined solely by the federal government, applied to the grant funding allocation formula.

This year's grant application process has involved numerous meetings with hundreds of participants from throughout the region. The original regional application sent to the Federal government via the State of California exceeded \$300 million in need. The allocation to the Bay Area was \$29,724,000.00.

As part of the allocation and grant process, the urban areas were required to engage in an additional process to prioritize grant proposals' funding and projects based on their allocations.

PROGRAM DESCRIPTION

As the UASI program is now a regional program, the cities of Oakland, San Francisco and San Jose no longer automatically receive separate UASI funding. The cities of Oakland, San Francisco and San Jose must submit grant proposals through the appropriate UASI channels for regional planning grant fund approval.

The following program initiatives and overall budget have been authorized and approved by the United States Department of Homeland Security and the California Office of Homeland Security and by the Bay Area UASI Approval Authority for expenditure of the grant award of \$29.7 million and as the goals and grant deliverables to be accomplished for the FY 2008 Bay Area UASI program:

1. Enhance Interoperable and Survivable Communications- \$7,491,595

The project supports and enhances interoperable and survivable communication systems critical to the management of terrorism events or natural disasters by: a) creating an all-encompassing communications network by linking all local, digital networks; b) expanding and integrating a regional, standards-based voice and data radio system; c) enhancing regional governance for interoperable communications policy setting, planning, project management and operations; d) performing a regional Fleet Mapping study and plan to establish a common ID and talk group fleet map; e) performing a regional VHF/UHF frequency re-packing study and plan to enhance efficient use of all currently licensed channels and to support narrow-banding; f) the training and exercising of interoperable communications capabilities utilizing established Tactical Interoperable Communications Plans (TICPs), the California Statewide Interoperability Plan (CalSCIP), and SAFECOM guidance.

Projects include:

- Continued expansion of the regional communications systems
- Continued studies to determine the most efficient and cost effective methods to achieve regional interoperability

City of Oakland will receive a \$1 million dollar grant award towards its local Interoperable Communications project.

2. Regional Exercise Program- \$1,144,310

The project supports a yearly commitment to plan, coordinate, conduct and participate in two multi-discipline, multi-agency, regional full-scale exercises, as well as all associated building-block events, e.g., seminars, workshops, drills and tabletops. The planned exercises include a) Golden Guardian 2009, a California state and regional full-scale Bay Area maritime port exercise and; b) Urban Shield 2009, a Bay Area tactical response to terrorism full-scale exercise with a minimum of 22 venues. Conduct of these two large-scale events completes the continuing cycle of planning, training, exercising and improvement planning which leads to increases in capabilities.

Projects Include:

- Continue integrated training and exercises.

- Continue “train-the-trainer” programs.
- Provide training and exercises to meeting identified priorities and fill gaps.
- Provide training materials to enhance local facilities training programs.

3. Citizen Preparedness and Participation- \$424,310

The project enhances citizen preparedness and participation in all-hazards preparedness and mitigation activities. It strengthens Citizen Corps programs including CERT and Medical Reserve Corps, and Volunteer Organizations Assisting in Disasters (VOAD) and their affiliates and seeks to improve local government and volunteer organization’s ability to recruitment, screening, credentialing and manage pre-affiliated and spontaneous volunteers. Key activities include: a) providing best practices, tools, and technical assistance to support local government and volunteer organizations in developing, expanding, enhancing, and ensuring efficacy of Citizen Corps and other citizen preparedness programs; b) expanding the regional volunteer management system and integrate volunteers into the system (HelpBayArea.org); c) providing planning, training and exercises to address the needs of vulnerable populations.

Projects Include:

- Fund new and existing citizen preparedness and public outreach programs through Operational Areas (counties) by population and Urban cities.
- Fund citizen preparedness programs using a competitive process

4. Information Sharing and Collaboration/Critical- \$3,074,310

This investment completes a regional information sharing and dissemination/critical infrastructure protection program by: a) increasing staff levels at the Northern California Regional Intelligence Center and increasing data management capabilities; b) fully developing a Regional Critical Infrastructure Assessment Team and expanding a public/private partnership program; c) increasing the number of Terrorism Liaison Officers by 300, for the reporting and dissemination of terrorism related information. Upon full development, this project will establish a fusion center environment where multi-discipline/multi-jurisdictional entities from both the public and private sector can collaborate to effectively and efficiently share and disseminate terrorism related information; establish a standardized approach to developing and completing threat assessments at critical infrastructure sites; and increase overall terrorism prevention efforts in the Bay Area.

Projects Include:

- Develop and establish a Bay Area Region Fusion Center.
- Continue regional staffing for the Northern California Regional Intelligence Center.

City of Oakland will receive \$75,000 offset towards one full time Engineer position in the Fire Department and \$75,000 towards one full time Police Officer position in the Police Department.

5. Mass Care- \$1,274,310

The goal of the investment is to increase the ability of the region to rapidly open and operate shelter sites and increase citizen and volunteer participation in planning, preparedness, and response activities. Key activities include: a) expanding the regional shelter network and integrate volunteers and non-governmental organizations into the region's emergency management framework; b) strengthening local American Red Cross Partner and Independent shelter sites and their affiliates' ability to respond by providing training and equipment; c) providing training and equipment to organizations and volunteers active in supporting the care and shelter needs of animals post-event.

Projects Include:

- Continue the expansion of regional care and shelter data base.
- Provide training and equipment to organizations active in regional animal care and sheltering.
- Provide equipment and supply caches for mass care sheltering.

6. Enhance Catastrophic Incident Planning and Regional Collaboration- \$7,209,310

This investment will fund: 1) revision of the region's emergency plans; 2) technological and operational improvements for the region's major Emergency Operations Centers; 3) expansion of a credential system for disaster service workers; 4) development of a common operating system that provides near real-time situational awareness and synchronization of emergency management decision making and operations; 5) Core cities regional planning projects. This investment will increase the Bay Area's capability to prepare for, respond to, and recover from catastrophic events by utilizing a collaborative process to improve integration of NIMS and the National Response Framework into existing plans, regionally coordinate existing plans and address identified planning gaps. Equipment and technology in the region's primary Emergency Operation Centers will be upgraded and operations will be regionally standardized to improve the capability to manage a catastrophic event.

Projects Include:

- Enhance and expand regional planning capabilities.

City of Oakland will receive \$2 million dollars for its regional planning programs and projects.

7. Enhance Interoperable and Survivable Communications- \$624,310

This is a joint investment justification between the Bay Area UASI and the Sacramento UASI. The overarching goal of this investment is to support and enhance interoperable and survivable communication systems critical to the management of response to terrorism events or natural disasters. Activities that will be implemented are: a) completion of a connection point between the Bay Area Digital Microwave Network and the Sacramento Regional Microwave Network; b) providing and enhancing microwave network connectivity with the Public Safety Answering Points (PSAPs) in both Yolo and Sacramento Counties, which will allow for higher amounts of voice and data sharing throughout the region and also provide information sharing and risk communications capability between the Bay Area and Sacramento Regions Public Health labs; c) training and exercising of interoperable communications capabilities utilizing established Tactical Interoperable Communications Plans (TICPs) the California Statewide Interoperability Plan (CalSCIP) and SAFECOM guidance.

8. Strengthen Medical and Public Health Preparedness- \$1,124,310

The investment goal evaluates existing plans, procedures and systems; identifies and corrects gaps in capabilities; validates existing capabilities related to all hazards surge capacity and mass prophylaxis (e.g., anthrax and pandemics). Key activities and capabilities addressed through training and exercise are: 1) Enhanced coordination and response activities for first responders, medical and public health disciplines; 2) Strengthen healthcare system surge capacity and preparedness by using Medical Reserve Corps; 3) Validate ability to administer mass prophylaxis in response to all hazards emergencies; 4) Test pharmaceutical and medical materials management, distribution and tracking; 5) Enhance mass casualty and mass fatality preparedness and response activities for all hazards; 6) Test risk communication messages, redundancy and interoperability of communications; 7) Assess current effectiveness of hospital evacuation plans; 8) Test coordination of regional evacuation assets.

Projects Include:

- Continue to develop regional mass prophy protocols.
- Continue to develop strategic plans.
- Assess existing medical surge plans.

9. Integrated Records Management System- (Multiple Regions)- \$3,174,310

This is a joint investment justification between the Bay Area UASI and the Anaheim/Santa Ana UASI, the Riverside UASI, and Sacramento UASI, and the San Diego UASI. The purpose of this investment is to enable all CA Urban Areas, including the Regional Center (STTAC) to query disparate information from records management systems throughout California in order to counter terrorism activities in a coordinated manner throughout California. The disparate information includes citations, reports, court records and photographs. The activities to be implemented are: a) connectivity and data integration of the technology-based information system to the participating law and justice entities in five California (CA) UASIs (Bay Area, Sacramento, Anaheim/Santa

Item: _____

Public Safety Committee

January 27, 2009

Ana, Riverside, and San Diego); b) implementing systems infrastructure redundancy; c) completing the data mining, integration and testing and connectivity of the CA Urban Area nodes; c) training for law enforcement and other personnel on system operations.

10. Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Detection and Response- \$1,264,305

This investment seeks to increase the Bay Area's CBRNE Detection and Response Program by: a) developing regional catastrophic plans; b) enhancing law, fire, medical, coroner, and public health detection and response; c) Developing regional response teams and coordinated mass casualty/mass fatality response; and d) providing training and exercises on equipment purchased and plans developed. These activities will increase response effectiveness through a coordinated approach to ensure adequate response during terrorist and/or catastrophic events. Development of a robust capability in CBRNE Detection and Response will enhance multi-discipline/multi-jurisdictional participation and collaboration to establish early detection mechanisms and proper processing of CBRNE related incidents. Overall, Bay Area first responders will realize an increase in response capabilities and effectiveness in handling incidents where chemical, biological, radiological, nuclear and explosive components are encountered.

Projects Include:

- Address and prioritize CBRNE gaps from strategic plan.
- Continue to equip Disaster Medical Operations Response Teams.
- Continue to enhance Regional Emergency Management System response equipment.
- Continue to enhance bomb squad robotic and CBRNE capabilities.

11. Enhance Emergency Management Mutual Aid and Catastrophic Event Planning- \$574,310

This is a joint investment between the Bay Area UASI and the Anaheim/Santa Ana UASI, the Riverside UASI, the Sacramento UASI, and the San Diego UASI for the following activities: a) coordination and consolidation of diverse catastrophic planning efforts within the 6 CA UASI regions; and b) catastrophic planning will be standardized and integrated with recent State planning projects such as the FEMA led Northern California Earthquake plan, the revision of the CA Emergency Operations Plan and the CA Office of Homeland Security Metrics Project. The new plans will be fully integrated with the National Response Framework and the Catastrophic Incident Supplement. The planning process will include gap analysis of systems and capabilities and address identified gaps. This will be a collaborative planning process including emergency managers and subject matter experts from Federal, State and local entities as well as other stakeholders. Training and a series of exercises will be included to test the new plans. Although the Los Angeles/Long Beach UASI is not requesting 2008 funding, they will partner and fund their portion of this investment through existing funds.

12. Training and Exercises - \$2,344,310

Implement Bay Area UASI Multi-Year Exercise Plan, conduct annual training and Exercise Workshop, perform training and exercise planning activities.

City of Oakland will receive \$200,000 for conducting and attending local training, workshops, exercises and conference for Police, Fire, Emergency Management and other key city emergency responders.

SUSTAINABLE OPPORTUNITIES

Economic: The FY 2008 SUASI grant period is from October 1, 2008 through September 30, 2011. The projects within the program will be completed in phases so that they may be completed either before or not later than the end of the grant period. The FY 2008 UASI grant funds specifically earmarked for Oakland will provide continued funding for Oakland Homeland Security Unit's four (4) full-time positions and also provide for local purchasing opportunities during the grant award period.

Environmental: There are no direct environmental benefits as it relates to this grant project.

Social Equity: The funded SUASI projects explicitly incorporate consideration for special needs populations which include but are not limited to non-English speaking residents and economically disadvantaged residents. The projects are: Medical Surge, Mass Care, and Community Resiliency. The FY 2008 UASI grant projects will also help to ensure social equity during catastrophic incidents.

DISABILITY AND SENIOR CITIZEN ACCESS

At least three (3) of the FY08 UASI projects that have been approved and funded explicitly incorporate consideration of persons with disabilities and senior citizens: Medical Surge, Mass Care, and Community Resiliency. These UASI grant projects provide a specific focus on persons with disabilities and senior citizens to ensure regional equal access during major emergencies.

RECOMMENDATION AND RATIONALE

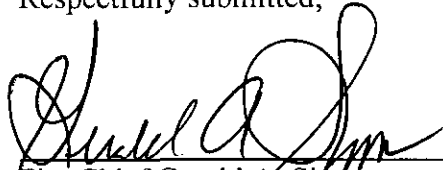
The City of Oakland is committed to cooperating with our regional partners to detect, prevent, prepare for, respond to, and recover from human-made and natural disasters. To sustain and enhance the City of Oakland's ability to effectively carry out the FY 2008 UASI grant edicts, it is recommended that the City Administrator or his designee be authorized to enter into the UASI Grant Administration Agreement with the City and County of San Francisco for the distribution of \$3,600,000 of 2008 UASI grant funds and to approve the preliminary spending plan. It is also recommended that Council waive the Central Service Overhead (CSO) fees in the amount of \$85,469 and that the City Administrator or his designee be authorized to administer the programs and activities generated by the FY 2008 UASI Grant.

Item: _____
Public Safety Committee
January 27, 2009

ACTION REQUESTED OF THE CITY COUNCIL

It is requested that i) the City Council authorize the City Administrator or his designee to enter into the UASI Grant Administration Agreement with the City and County of San Francisco for the distribution of \$3,600,000.00 of FY 2008 UASI grant funds, ii) approve the preliminary spending plan, iii) waive Central Service Overhead (CSO) fees of Eighty Five Thousand Four Hundred and Sixty Nine dollars (\$85,469), and iv) authorize the City Administrator or his designee to administer the programs and activities funded by the FY 2008 UASI Grant and expend funds in accord with the preliminary spending plan without having to return to Council, including the award of contracts in excess of the City Administrator's purchasing authorization, provided City bidding requirements and purchasing programs/policies are followed.


Respectfully submitted,



Fire Chief Gerald A. Simon
Fire Department

Prepared by:
Renee A. Domingo, Director
Office of Emergency Services
and Homeland Security

APPROVED AND FORWARDED TO THE
PUBLIC SAFETY COMMITTEE:



Office of the City Administrator

Item: _____
Public Safety Committee
January 27, 2009

**AGREEMENT BETWEEN THE CITY AND COUNTY OF
SAN FRANCISCO AND RECIPIENT JURIS
FOR THE DISTRIBUTION OF FY 2008 UASI REGIONAL FUNDS**

THIS AGREEMENT is made this DATE, in the City and County of San Francisco, State of California, by and between ADD NAME OF RECIPIENT JURISDICTION ("Provide Defined Term") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("San Francisco"), in its capacity as fiscal agent for the SUASI Approval Authority, as defined below, acting by and through San Francisco's Department of Emergency Management ("DEM").

RECITALS

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 ("SUASI Region") for the purpose of application for and distribution of federal Urban Areas Security Initiative ("UASI") Program grant funds; and

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

WHEREAS, The SUASI General Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the SUASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Francisco has been designated as the grantee for UASI funds granted by the DHS through the California Governor's Office of Homeland Security ("OHS") to the SUASI Region, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI Program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Francisco has been designated to serve as the Fiscal Agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI Program grant funds within the SUASI Region; and

WHEREAS, Pursuant to grant distribution decisions by the Approval Authority, the SUASI Management Team has asked San Francisco to distribute a portion of the regional UASI grant funds to RECIPIENT JURIS on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Specific Terms.** Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Authorized Expenditures**” shall mean expenditures for those purposes identified and budgeted in Appendix A.

(c) “**Event of Default**” shall have the meaning set forth in Section 7.1.

(d) “**Fiscal Quarter**” shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to RECIPIENT JURIS under this Agreement.

(f) “**Grant Plan**” shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter described in Appendix A, any budget attached hereto as part of Appendix A, and the Grant Assurances included in Appendix B.

(g) “**Indemnified Parties**” shall mean: (i) San Francisco, including DEM and all commissions, departments, agencies, and other subdivisions of San Francisco; (ii) San Francisco’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) “**Reimbursement Request**” shall have the meaning set forth in Section 3.9(a).

1.2 **Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of DEM. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of DEM. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to DEM. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor (“subgrantee”), successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2.

References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," herein or "hereto" refer to this Agreement as a whole.

**ARTICLE 2
ALLOCATION AND CERTIFICATION OF GRANT FUNDS;
LIMITATIONS ON SAN FRANCISCO'S OBLIGATIONS**

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and OHS UASI requirements, guidelines and instructions, decisionmaking of the OHS and the Approval Authority, and to the extent applicable the San Francisco Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. RECIPIENT JURIS acknowledges that UASI grant decisions are subject to the discretion of the OHS and Approval Authority. RECIPIENT JURIS assumes all risk of possible non-allocation of funds, and such assumption is part of the consideration for this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement until prior written authorization certified by the San Francisco Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code:

(a) San Francisco's obligations hereunder shall not at any time exceed the amount approved by the Approval Authority and certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by San Francisco ordinances governing emergency conditions, San Francisco and its employees and officers are not authorized to request RECIPIENT JURIS to perform services or to provide materials, equipment and supplies that would result in RECIPIENT JURIS performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. San Francisco is not required to pay RECIPIENT JURIS for services, materials, equipment or supplies that are provided by RECIPIENT JURIS that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by San Francisco.

(c) San Francisco and its employees and officers are not authorized to offer or promise to RECIPIENT JURIS additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. San Francisco is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement that requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

(d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 **SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER

PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3 PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall commence on **STARTING DATE** and shall end at 11:59 p.m. San Francisco time on **ENDING DATE**.

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **AMOUNT, IN WORDS** Dollars (**\$AMOUNT, IN NUMBERS**).

3.3 **Use of Funds.** RECIPIENT JURIS shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in Appendix A only, and for no other purpose. RECIPIENT JURIS shall expend the Grant Funds in accordance with the Budget, if any, and shall obtain the prior written approval of the SUASI Management Team before transferring expenditures from one line item to another within any Budget.

3.4 **Grant Assurances; Cooperation with Monitoring.** RECIPIENT JURIS shall comply with all Grant Assurances included in Appendix B. RECIPIENT JURIS shall promptly comply with all standards, specifications and formats of San Francisco and the SUASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with San Francisco and the SUASI Management Team in any evaluation, planning or monitoring activities conducted or authorized by San Francisco or the SUASI Management Team.

3.5 **Record-Keeping.** RECIPIENT JURIS shall establish and maintain property, programmatic and financial records in accordance with the grant record requirements, and:

(a) Maintain financial management systems that support grant activities in accordance with federal requirements, including but not limited to Title 28, Code of Federal Regulations (CFR), Part 66.20, and DOJ Financial Guide, Part II, Chapter 3.

(b) Maintain an equipment tracking system that complies with federal requirements, including but not limited to the components identified in 28 CFR Parts 66.32 and 66.33, and DOJ Financial Guide, Part III, Chapter 6.

(c) Retain records in accordance with retention requirements contained in the following: (i) U.S. Department of Homeland Security FY2008 Homeland Security Grant Program: Program Guidance and Application Kit, dated January 2008, including but not limited to Section III.I.1 Administrative Requirements, Freedom of Information Act; and (ii) California Governor's Office of Homeland Security FY2008 Homeland Security Grant Program, California Supplement to Federal Program Guidance and Application Kit, dated May 7, 2008.

3.6 **Procurement Requirements.** RECIPIENT JURIS shall follow its own procurement requirements as long as those requirements comply with all applicable federal statutes, regulations, policies, guidelines and requirements, including those specified in the Grant Assurances, Appendix B, paragraph 26.

3.7 **Certification Requirements.** RECIPIENT JURIS shall ensure that any subgrantees or contractors with which RECIPIENT JURIS enters any agreement comply with the certification requirements under 28 C.F.R. part 67, *Government-wide Debarment and Suspension (Non-procurement)*; 28 C.F.R. part 69, *New Restrictions on Lobbying*; and 28 C.F.R. 83, *Government-wide Requirements for Drug-Free Workplace (Grants)*. RECIPIENT JURIS shall independently verify that any subgrantee, contractor or other entity receiving Grant Funds is not debarred by the federal government.

3.8 **Monitoring Grant Performance.** DEM and the SUASI Management Team are both authorized to perform periodic reviews of RECIPIENT JURIS's grant performance, including on-site visits and verifications of grant activities. These reviews may include, but are not limited to:

- (a) Eligibility of expenditures;
- (b) Comparing actual grant activities to those approved by the Approval Authority and specified in Appendix A and/or the Budget;
- (c) Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
- (d) Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

3.9 **Disbursement Procedures.** San Francisco shall disburse Grant Funds to RECIPIENT JURIS as follows:

(a) RECIPIENT JURIS shall submit to the SUASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C. The SUASI Management Team shall serve as the primary contact for RECIPIENT JURIS regarding any Reimbursement Request.

(b) The SUASI Management Team will review all Reimbursement Requests for compliance with all applicable guidelines and requirements. The SUASI Management Team will return to RECIPIENT JURIS any Reimbursement Request that is submitted and not approved by the SUASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(c) The SUASI Management Team will submit any Reimbursement Request that is approved by the SUASI Management Team to DEM. DEM shall review the Reimbursement Request for compliance with all applicable guidelines and requirements. DEM shall return to the SUASI Management Team any Reimbursement Request that is not approved by DEM, with a brief explanation of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, DEM shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until RECIPIENT JURIS submits a Reimbursement Request that is in all respects acceptable to the SUASI Management Team and to DEM.

(e) For Reimbursement Requests approved by both the SUASI Management Team and DEM, DEM shall disburse Grant Funds by check payable to RECIPIENT JURIS, sent via

U.S. mail in accordance with Article 9, unless DEM otherwise agrees in writing, in its sole discretion. DEM shall make disbursements of Grant Funds no more than once during each FISCAL QUARTER.

3.10 **Disallowance**. RECIPIENT JURIS agrees that if it claims or receives reimbursement from DEM for an expenditure that is later disallowed by the state or federal government, RECIPIENT JURIS shall promptly refund the disallowed amount to DEM upon DEM's request. At its option, DEM may offset all or any portion of the disallowed amount against any other payment due to RECIPIENT JURIS hereunder. Any such offset with respect to a portion of the disallowed amount shall not release RECIPIENT JURIS from RECIPIENT JURIS's obligation hereunder to refund the remainder of the disallowed amount.

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports**. RECIPIENT JURIS shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the SUASI Management Team or by DEM, in form and substance satisfactory to the SUASI Management Team or DEM. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances**. RECIPIENT JURIS shall notify the SUASI Management Team and DEM immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement.

4.3 **Books and Records**. RECIPIENT JURIS shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, RECIPIENT JURIS shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. RECIPIENT JURIS shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final disbursement under this Agreement or until any final audit has been fully completed, whichever is later.

4.4 **Inspection and Audit**. RECIPIENT JURIS shall make available to the SUASI Management Team and to DEM, and to SUASI Management Team and DEM employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by RECIPIENT JURIS under Section 4.3. RECIPIENT JURIS shall permit the SUASI Management Team and DEM, and to SUASI Management Team and DEM employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the SUASI Management Team and DEM pursuant to this Section shall remain in effect so long as RECIPIENT JURIS has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

RECIPIENT JURIS represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements.** No document furnished or to be furnished by RECIPIENT JURIS to the SUASI Management Team or to DEM in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds.** By executing this Agreement, RECIPIENT JURIS certifies that RECIPIENT JURIS is not suspended, debarred or otherwise excluded from participation in federal assistance programs. RECIPIENT JURIS acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification.** RECIPIENT JURIS shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by RECIPIENT JURIS's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by RECIPIENT JURIS; (b) a material breach of any representation or warranty of RECIPIENT JURIS contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of RECIPIENT JURIS or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of RECIPIENT JURIS or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by RECIPIENT JURIS, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to RECIPIENT JURIS by an Indemnified Party; (f) any tax, fee, assessment or other charge for which RECIPIENT JURIS is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Francisco's costs of investigating any claims against San Francisco.

6.2 **Duty to Defend; Notice of Loss.** RECIPIENT JURIS acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to RECIPIENT JURIS by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give RECIPIENT JURIS prompt notice of any Loss under Section 6.1 and RECIPIENT JURIS shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of RECIPIENT JURIS if representation of such Indemnified Party by the counsel retained by RECIPIENT JURIS would be inappropriate due to

conflicts of interest between such Indemnified Party and RECIPIENT JURIS. An Indemnified Party's failure to notify RECIPIENT JURIS promptly of any Loss shall not relieve RECIPIENT JURIS of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs RECIPIENT JURIS's ability to defend such Loss. RECIPIENT JURIS shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if RECIPIENT JURIS contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from RECIPIENT JURIS's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN FRANCISCO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the SUASI Management Team or to DEM under this Agreement is found by the SUASI Management Team or by DEM to be false or misleading.

(b) **Failure to Perform Other Covenants.** RECIPIENT JURIS fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by RECIPIENT JURIS as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** RECIPIENT JURIS fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** RECIPIENT JURIS (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of RECIPIENT

JURIS or of any substantial part of RECIPIENT JURIS's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by RECIPIENT JURIS, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to RECIPIENT JURIS or with respect to any substantial part of RECIPIENT JURIS's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of RECIPIENT JURIS.

7.2 **Remedies Upon Event of Default.** Upon and during the continuance of an Event of Default, DEM may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** DEM may terminate this Agreement by giving a written termination notice to RECIPIENT JURIS and, on the date specified in such notice, this Agreement shall terminate and all rights of RECIPIENT JURIS hereunder shall be extinguished. In the event of such termination, DEM will pay RECIPIENT JURIS for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the SUASI Management Team and by DEM prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** DEM may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether RECIPIENT JURIS has previously submitted a Reimbursement Request or whether the SUASI Management Team and/or DEM has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to RECIPIENT JURIS after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** DEM may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by RECIPIENT JURIS in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to DEM at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8 ASSIGNMENTS

8.1 **No Assignment by the RECIPIENT JURIS.** RECIPIENT JURIS shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of RECIPIENT JURIS hereunder without the prior written consent of DEM; provided, however, that those subcontracts specifically referenced in Appendix A shall not require the consent of DEM. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of RECIPIENT JURIS involuntarily or by operation of law without the prior written consent of DEM. A change of ownership or control

of RECIPIENT JURIS or a sale or transfer of substantially all of the assets of RECIPIENT JURIS shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **RECIPIENT JURIS Retains Responsibility.** RECIPIENT JURIS shall in all events remain liable for the performance by any assignee, subgrantee or contractor of all of the covenants terms and conditions contained in this Agreement.

**ARTICLE 9
NOTICES AND OTHER COMMUNICATIONS**

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to DEM or San Francisco:

San Francisco Department of Emergency Management
1011 Turk Street
San Francisco, CA 94102
Attn: Vicki Hennessy, Acting Executive Director
Facsimile No. (415) 558-3864

If to the SUASI Management Team:

SUASI Management Team
10 Lombard Street, Suite 410
San Francisco, CA 94111
Attn: Teresa Serata, Director of Strategy and Compliance
Facsimile No.: (415) 705-8513

If to RECIPIENT JURIS:

Attn: _____
Facsimile No.: _____

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the SUASI Management Team.

ARTICLE 10 MISCELLANEOUS

10.1 **No Waiver.** No waiver by DEM or San Francisco of any default or breach of this Agreement shall be implied from any failure by the SUASI Management Team, DEM or San Francisco to take action on account of such default if such default persists or is repeated. No express waiver by DEM or San Francisco shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by DEM or San Francisco of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the SUASI Management Team, DEM or San Francisco of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement 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 Agreement.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

10.4 **RECIPIENT JURIS to Pay All Taxes.** RECIPIENT JURIS shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, Authorized Expenditures
- Appendix B, Grant Assurances
- Appendix C, Form of Funding Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Francisco, RECIPIENT JURIS shall deliver to San Francisco a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of RECIPIENT JURIS.

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

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

10.0 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of RECIPIENT JURIS and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, RECIPIENT JURIS agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

ARTICLE 11 INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting RECIPIENT JURIS 's liability pursuant to Article 10, RECIPIENT JURIS shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident.

(b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Business Automobile Liability insurance policies shall:

(a) Name as additional insured City and its officers, agents and employees.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

11.3 **Additional Requirements for All Policies.** All policies shall provide at least thirty (30) days' advance written notice to City of cancellation or reduction in coverage mailed to City's address for notices pursuant to Article 9.

11.4 **Required Post-Expiration Coverage.** Should any of the insurance required hereunder be provided under a claims-made form, RECIPIENT JURIS shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

11.5 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.6 **Evidence of Insurance.** Before commencing any operations under this Agreement, RECIPIENT JURIS shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, RECIPIENT JURIS shall do the following: (a) furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above, and (b) furnish complete copies of policies promptly upon City request.

11.7 **Effect of Approval.** Approval of any insurance by City shall not relieve or decrease the liability of RECIPIENT JURIS hereunder.

11.8 **Authority to Self-Insure.** Nothing in this Agreement shall preclude RECIPIENT JURIS from self-insuring all or part of the insurance requirements in this Article. However, RECIPIENT JURIS shall provide proof of self-insurance, in a form acceptable to San Francisco, in the amounts of each line of self-insurance.

ARTICLE 12 COMPLIANCE

12.1 **Nondiscrimination.** In the performance of this Agreement, RECIPIENT JURIS agrees not to discriminate against any employee, San Francisco employee working with RECIPIENT JURIS or any subgrantee of RECIPIENT JURIS, applicant for employment with RECIPIENT JURIS or subgrantee of RECIPIENT JURIS, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, RECIPIENT JURIS acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify DEM if it becomes aware of any such fact during the term of this Agreement.

12.3 **Compliance with ADA.** RECIPIENT JURIS acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. RECIPIENT JURIS shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

12.4 **Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, RECIPIENT JURIS may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. RECIPIENT JURIS agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by San Francisco's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, San Francisco may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit RECIPIENT JURIS from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider RECIPIENT JURIS's use of profit as a violation of this section.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY AND COUNTY OF SAN FRANCISCO: [RECIPIENT JURISDICTION]:

SAN FRANCISCO DEPARTMENT OF EMERGENCY MANAGEMENT

By:

VICKI HENNESSY
ACTING EXEC. DIRECTOR

By:

Print Name:

Title:

Federal Tax ID #:

Approved as to Form:

Dennis J. Herrera
City Attorney

By:

Katherine Hobin Porter

Appendix A — Authorized Expenditures

Total Allocation to be spent on the following solution areas:	Not to exceed: \$amount
Solution Area: Description of all services, personnel and equipment under this solution area	Not to exceed: \$amount
Solution Area: Description of all services, personnel and equipment under this solution area	Not to exceed: \$amount
Solution Area: Description of all services, personnel and equipment under this solution area	Not to exceed: \$amount

Appendix B-- Grant Assurances

Name of RECIPIENT JURIS: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: (____) _____

Fax Number: (____) _____

E-Mail Address: _____

As the duly authorized representative of the RECIPIENT JURIS, I certify that RECIPIENT JURIS:

1. Has the legal authority to apply for federal assistance, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the federal Department of Homeland Security and sub-granted through the State of California, Governor's Office of Homeland Security (OHS).
2. Will assure that grant funds are only used for allowable, fair, and reasonable costs and is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System).
3. Will give the federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, through any authorized representative, access to and the right to examine all paper or electronic records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
4. Agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
5. Will provide progress reports and such other information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via a report in the Grant Reporting Tool (GRT) twice each year.
6. Will initiate and complete the work within the applicable time frame after receipt of approval from OHS.

7. Will comply with FEMA's codified regulation 44 Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including part 13.1 regarding the payment of interest earned on advances.
8. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business or other ties.
9. Agrees that to the extent contractors or subcontractors are utilized, grantees and subgrantees shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
10. Will comply with 2 CFR 215.25, and will notify OHS of any developments that have a significant impact on award-supported activities, including changes to key program staff.
11. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
12. Understands and agrees Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from FEMA.
13. Will comply with all federal statues relating to Civil Rights and Nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
 - i. Title 28, Code of Federal Regulations, Part 42, Subparts C, D, E and G.
 - j. Title 28, CFR, Part 35.

- k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and
 - l. Title 44 CFR Parts 7, 16, and 19 relating to nondiscrimination.
 - m. The requirements on any other nondiscrimination statute(s) which may apply to the application.
 - n. Will, in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 - o. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - p. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provision of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
14. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases. Will also comply with Title 44 Code of Federal Regulations, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and federally-assisted programs.
15. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 (ten thousand dollars) or more.
16. Will comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements.
17. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of FEMA/OHS, including but not limited to communications towers, physical security enhancements, new construction and modifications to buildings that are 50 (fifty) years old or more. Any construction related activities initiated prior to full environmental and historic preservation (EHP) review will

result in a non-compliance finding. If ground disturbing activities occur during the project implementation, the recipient must ensure monitoring of the ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease activity in that area and notify OHS/FEMA and the appropriate State Historic Preservation Office.

18. Will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities, and will notify OHS and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
19. Will provide any information requested by FEMA/OHS to insure compliance with applicable laws including the following:
 - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (EO11988), Wetlands (11990) and Environmental Justice (12898) and Environmental Quality (EO11514).
 - b. Title 44 CFR Parts 9 and 10, referencing floodplain management and environmental considerations.
 - c. Notification of violating facilities pursuant to EO 11738.
 - d. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
 - e. Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
 - f. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - g. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
 - h. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 - i. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
 - j. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements.
 - k. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of FEMA/OHS, including but not

limited to communications towers, physical security enhancements, new construction and modifications to buildings that are 50 (fifty) years old or more.

20. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
21. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
22. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the submitted application for federal assistance and after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the federal or state government.
 - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.
23. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
24. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
25. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
26. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

27. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
28. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction sub-agreements.
29. Agrees that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - b. If any other funds than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
30. Agrees that equipment acquired or obtained with grant funds:
 - a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
 - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.

31. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.
32. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-87, A102, A-110, A-122, and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements. Will also comply with Title 28, Code of Federal Regulations, Parts 66 and 70, that govern the application, acceptance and use of Federal funds for federally assisted projects.
33. Will comply with provisions of 28 CFR applicable to grants and cooperative agreements, Including:
 - a. Part 18, Administrative Review Procedures.
 - b. Part 20, Criminal Justice Information Systems.
 - c. Part 22, Confidentiality of Identifiable Research and Statistical Information.
 - d. Part 23, Criminal Intelligence Systems Operating Policies.
 - e. Part 30, Intergovernmental Review of Department of Justice Programs and Activities.
 - f. Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services.
 - g. Part 38, Equal Treatment of Faith-based Organizations.
 - h. Part 63, Floodplain Management and Wetland Protection Procedures.
 - i. Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures.
 - j. Part 61, Procedures for Implementing the National Environmental Policy Act.
 - k. Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
 - l. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - m. Part 67, Government-Wide Debarment and Suspension (Non-Procurement).
 - n. Part 69, New Restrictions on Lobbying.
 - o. Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations.
 - p. Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).
34. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
35. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
36. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.

37. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and the current US Department of Homeland Security (DHS) Financial Management Guide.
38. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2008 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2008 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2008 Homeland Security Grant Program application. Further, use of FY08 funds is limited to those investments included in the California FY08 Investment Justifications submitted to DHS/FEMA and evaluated through the peer review process.
39. Acknowledges that FEMA reserves a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The recipient agrees to consult with GPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
40. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."
41. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510.
 - a. The applicant certifies that it and its principals:
 - (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (ii) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year

period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

42. Agrees to comply with the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 and certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice, Office of Justice Programs,
ATTN: Control Desk,
633 Indiana Avenue, N.W.,
Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected grant.

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- 43. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
- 44. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

_____, 2008

SUASI Management Team
1300 Clay Street, Ste. 400
Oakland, CA 94612

Re: FY 07 UASI Grants Reimbursement Request

Pursuant to Section 3.9 of the Agreement Between the City and County of San Francisco and RECIPIENT JURIS for the Distribution of FY 2008 UASI Regional Funds (the "Agreement"), dated _____ [date], between FULL NAME OF RECIPIENT JURIS ("RECIPIENT JURIS") and the City and County of San Francisco ("San Francisco"), RECIPIENT JURIS hereby requests reimbursement as follows:

Total Amount of
Reimbursement
Requested in this
Request: \$ _____

Maximum Amount of
Funds Specified in
Section 3.2 of the
Agreement: \$ _____

Total of All Funds
Disbursed Prior to this
Request: \$ _____

RECIPIENT JURIS certifies that:

(a) The total amount of funds requested pursuant to this Funding Request will be used to reimburse RECIPIENT JURIS for Authorized Expenditures, which expenditures are set forth on the attached Schedule 1, to which are attached true and correct copies of all required documentation of such expenditures.

(b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 3.2 of the Agreement.

(c) The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;

(d) No Event of Default has occurred and is continuing; and

(e) The undersigned is an officer of RECIPIENT JURIS authorized to execute this Reimbursement Request on behalf of RECIPIENT JURIS.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

The following is an itemized list of Authorized Expenditures for which reimbursement is requested:

Payee	Amount	Description
-------	--------	-------------

The following are attached as part of this Schedule 1:

- (i) An invoice for each item of expenditure for which reimbursement is requested;
- (ii) The front and the back of canceled checks or other written evidence documenting the payment of each invoice;
- (iii) For expenditures which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, together with both sides of canceled payroll checks evidencing payment thereof (unless payment has been made electronically).

Specific Duties of the Four (4.0) Full-Time Positions

Position #1	Duties and Responsibilities from May 1, 2009- April 30, 2010
Emergency Planning Coordinator (Sr.)	<p>Ensure the City of Oakland meets all the NIMS compliance.</p> <p>These duties and responsibilities will include but are not limited to: Ensure the City of Oakland NIMS/SEMS Emergency Operations Plan includes all the new required plans (annexes). Many of these subsidiary plans must be updated and/or developed. They include:</p> <ul style="list-style-type: none"> • Fire and Rescue Operations Plan – This plan needs to be updated. Staff will work with Fire Operations to update. The goal is to update this plan by April 2010. • After Action/Corrective Action Plan- Working with City Staff and other agencies to finalize all the protocols, resources and template public information and public education. The Goal is to complete this plan by January 2010. • Medical Operations Plan- Continue work with the County and Oakland EMS to evaluate capacity and gaps. Working on identifying viable alternatives for medical treatment areas or care during major emergencies. The goal is to complete this plan by December 2009. <p>Training of City staff, training of volunteers and employees of other organizations is ongoing since April 1, 2007. This next phase will continue to focus on tabletop and functional exercises to test the plans, persons and processes.</p>
Position #2	Duties and Responsibilities from April 1, 2008 – December 31, 2008
Emergency Planning Coordinator (Sr.)	<p>This staff person continues to focus on Citizen Preparedness for outreach targeted to Special Needs Populations and Small-Medium-Large Businesses' Emergency Preparedness in Oakland.</p> <ul style="list-style-type: none"> • Continue the development of additional training materials for business continuity planning, developing a business emergency plan template, and training business employees for work emergencies and promote individual and family preparedness, so employees will come back to work continues. • Continue Outreach to Oakland Business Associations. • Continue to provide technical assistance to small businesses and associations on a limited basis which includes a facility assessment, cursory plan review and other services. • Continue to work with other City agencies and local non-profits,

APPENDIX A

	<p>develop a “Get Ready” or a “Be Ready,” campaign for seniors, persons with disabilities and special needs, that is tailored to reach these communities in Oakland. Also, involve the faith based organizations, etc.</p> <ul style="list-style-type: none"> • FY 2006 – FY 2008 Grant Lead for purchases, services, etc.
Position #3	Duties and Responsibilities-April 1, 2008- December 31, 2008
Office Manager	<p>This staff person will provide project management and grant administration support to the Emergency Planning Coordinators and the Homeland Security Program Supervisor. Duties will include but are not limited to:</p> <ul style="list-style-type: none"> • Assist in creating, maintaining and archiving Homeland Security Unit (HSU) files, maintain financial and records database, inputting new information, generating quarterly performance reports for the Office of Homeland Security, and reconciling HSU projects. • Prepare HSU project and final reports, and assist with documentation preparation for upcoming grant audits for FY 05, FY 06 and FY 07 that represents \$7 million dollars in projects, purchases, and services that were awarded to Alameda County, Contra Costa County, BART, EBMUD, and other entities. • Ensure issuance of purchase orders for approved purchases, track invoices, packing slips, and any other supporting documentation. Inventory equipment and supplies purchased by FY 2005, 2006, 2007 and 2008 grant funds and ensure they are tagged as grant funded equipment. • Respond to inquiries and provide customer service. • Provide word processing for HSU supervisor and emergency planning coordinators, as needed. • Complete Emergency Communications-Satellite phones distribution, coordinate trainings, develop and distribute satellite phone directory. • Develop Emergency Notification Listings via City Watch. • Complete Government Emergency Telephone Services (GETS) card requests for key city staff.
Position #4	Duties and Responsibilities-April 1, 2008- December 31, 2008
Homeland Security Program Supervisor	<p>Duties for this position include but are not limited to:</p> <ul style="list-style-type: none"> • Coordinate, or assist with, all Homeland Security grant programs and activities in the City of Oakland including scheduling and attending meetings of project teams, working groups, participating on work assignment projects or products. Conduct regular follow up with project teams and working groups as needed on outstanding issues/projects.

APPENDIX A

	<ul style="list-style-type: none">• Supervisor HSU staff.• Coordinate or assist with other Homeland Security grant programs, and activities in the other Cities and/or regions to leverage funding, resources and bring in additional funding to Oakland.• Serve as alternate contact for the Homeland Security grant project and develop, maintain informational and statistical reports regarding project performance and goal attainment, as needed.• Ensure records are properly maintained for internal and external audits.• Write RFPs/RFQs and coordinate any contract activities, as needed.• Liaison with the UASI Advisory Committee, UASI Management Team and the State Office of Homeland Security, as needed.
--	--

FILED
OFFICE OF THE CITY CLERK
OAKLAND
2009 JAN 15 PM 3:33

Approved as to Form and Legality


City Attorney

OAKLAND CITY COUNCIL

RESOLUTION No. _____ C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE TO:

- 1) ENTER INTO AN URBAN AREA SECURITY INITIATIVE (UASI) GRANT ADMINISTRATION AGREEMENT WITH CITY AND COUNTY OF SAN FRANCISCO FOR FISCAL YEAR 2008 URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDS IN THE AMOUNT OF THREE MILLION SIX HUNDRED THOUSAND DOLLARS (\$3,600,000.00) TO THE CITY OF OAKLAND, AND**
- 2) ACCEPT, APPROPRIATE AND ADMINISTER FISCAL YEAR 2008 UASI GRANT ALLOCATIONS, AND**
- 3) APPROVE THE PRELIMINARY SPENDING PLAN AND WAIVE CITY OF OAKLAND CENTRAL SERVICES OVERHEAD (CSO) FEES OF EIGHTY FIVE THOUSAND FOUR HUNDRED AND SIXTY NINE DOLLARS (\$85,469), AND**
- 4) EXPEND FUNDS IN ACCORD WITH THE PRELIMINARY SPENDING PLAN WITHOUT FURTHER COUNCIL AUTHORIZATION, INCLUDING PURCHASES IN EXCESS OF THE CITY ADMINISTRATOR'S PURCHASING AUTHORITY FOR EQUIPMENT ON THE FEDERALLY AUTHORIZED EQUIPMENT LIST AND SERVICES REQUIRED BY THE GRANT, PROVIDED CITY BIDDING REQUIREMENTS AND PURCHASING PROGRAMS/POLICIES ARE FOLLOWED**

WHEREAS, on January 3, 2006, the Department of Homeland Security announced that the separate UASI entities including the cities of Oakland, San Francisco and San Jose would be consolidated into one Urban Area for purposes of the Urban Area Security Initiative (UASI) Grants referred to as "UASI"; and

WHEREAS, the City of Oakland grant proposal was approved and the City of Oakland is being awarded a grant allocation of three million six hundred thousand dollars (\$3,600,000.00), by the FY 2008 UASI Grant governing body as part of an investment for the regional planning, training, exercises and regional interoperable communications projects and initiatives; and

WHEREAS, the City and County of San Francisco is the Fiscal Agent for the FY 2008 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 grant funds will provide funding four (4) full time (FTEs) positions for the Oakland Fire Department's Office of Emergency Services, Homeland Security Unit for the 2008 UASI grant period October 1, 2008 through September 30, 2011, or until funding is exhausted; and

WHEREAS, the Homeland Security unit staffing is essential to ensure that Oakland is prepared for major terrorist incidents and natural disasters as well as to support the regional planning efforts and functions; and

WHEREAS, the FY 2008 UASI grant will provide a grant subsidy of \$16,582 for an existing Accountant III position in the Oakland Fire Department, Fire Administration that will spend 10% of her time as a Resource Planner for the FY 2008 SUASI grant program to assist in maximizing resources, budget and human capital; and

WHEREAS, the FY 2008 UASI grant will provide a grant subsidy of \$75,000 to offset one existing Engineer position in the Oakland Fire Department and \$75,000 for one existing Police Office position in the Police Department assigned to the Northern California Regional Intelligence Center (NCRIC); and

WHEREAS, the grant will fund one (1) full-time (FTE) position in the amount of \$250,000 assigned to the SUASI grant management team for programmatic management of the Bay Area FY 2008 UASI grant period, October 1, 2008 through September 30, 2011 or until funding is exhausted; and

WHEREAS, Central Services Overhead (CSO) fees in the amount of Eighty Five Thousand Four Hundred and Sixty Nine dollars (\$85,469) should be waived for the positions funded under this grant to ensure funding availability for grant expenses and to meet local grant concessions; and

WHEREAS, the grant designates that the amount of \$1,367,369.00 be expended for the purchase of specified equipment, supplies and contracted services identified on the Federally Authorized Equipment List ("AEL"); and

WHEREAS, it is anticipated that other administrative costs such as, central-stores or contract assessment will not be incurred; and

WHEREAS, ongoing costs, such as maintenance for equipment or goods purchased with the 2008 UASI grant will be absorbed by each respective City of Oakland agency's existing budget with no additional General Purpose Fund appropriation; 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 2008 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 his designee to enter into the SUASI Approval Authority Governance Memorandum of Understanding and administration Agreement with the City and County of San Francisco for three million six hundred thousand dollars (\$3,600,000.00) in FY 2008 UASI Grant funds; and be it

FURTHER RESOLVED: That the City Administrator or his designee is authorized to accept and appropriate said FY 2008 UASI Grant funds into U.S. Department of Homeland Security Fund (2123), Office of Emergency Services (20711) a grant project to be determined, and Office of Emergency Services/Homeland Security Program (PS21), the full grant fund will be appropriated to the Miscellaneous Federal Grants Account (46129); and be it

FURTHER RESOLVED: That the City Administrator or his designee is authorized to approve the preliminary spending plan and that the spending plan includes allocations for four (4) full-time (FTEs) positions, an offset for one existing Engineer of Fire position and one existing Police Officer position for the NCRIC Information Sharing/Critical Infrastructure Group, an offset for one Account III position, and one full-time (FTE) position for the UASI Management Team for the 2008 grant period October 1, 2008 through September 30, 2011, or until the grant funding is exhausted; and be it

FURTHER RESOLVED: That City of Oakland Central Services Overhead fees in the amount of Eighty Five Thousand Four Hundred and Sixty Nine dollars (\$85,469) are hereby waived for the US Department of Homeland Security Fund 2123 to ensure availability for grant expenses and to meet local grant guidelines; and be it

FURTHER RESOLVED: That the City of Oakland administrative fees such as central stores and contract assessment fees are hereby waived for the US Department of Homeland Security Fund 2123 to ensure availability for grant expenses and to meet local grant guidelines; and be it

FURTHER RESOLVED: That ongoing costs, such as maintenance for equipment or goods purchased with the 2008 UASI grant will be absorbed in each of the respective City of Oakland agencies' existing budget with no additional General Purpose Fund appropriation; and

FURTHER RESOLVED: That the City Administrator is authorized to award contracts paid for with FY 2008 UASI Grant funds for any amount, even those in excess of the City Administrator's authority in Oakland Municipal Code Section 2.04.020, without further City Council authorization, including contracts involving the purchase of goods, materials, equipment, services or combination thereof on the Federally Authorized Equipment List (AEL) and services required by the grant provided such contracts are in accord with the approved spending plan, the City's bidding and request for proposal requirements and purchasing programs/policies; 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, _____, 20____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, QUAN, REID,
and PRESIDENT BRUNNER

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

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