

**CITY OF OAKLAND**  
**AGENDA REPORT**

OFFICE OF THE CITY CLERK  
OAKLAND

2008 JUN 12 PM 1:55

TO: Office of the City Administrator  
ATTN: Deborah A. Edgerly  
FROM: Fire Department  
DATE: June 24, 2008  
RE: **A Report and Resolution Authorizing The City Administrator Or Her Designee To: 1) Enter Into The Governance Memorandum Of Understanding With The City Of San Jose, Santa Clara County, Alameda County, San Francisco City And County, And A Grant Administration Agreement With City And County Of San Francisco For Distribution Of Fiscal Year 2007 Super Urban Area Security Initiative (SUASI) Grant Funds In The Amount Of \$2,667,062.00 To Oakland, And 2) Accept, Appropriate And Administer The Fiscal Year 2007 SUASI Grant Allocations, And 3) Approve The Preliminary Spending Plan And Waive City Of Oakland Central Services Overhead Fees Of \$100,769.00, 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**

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**SUMMARY**

The proposed resolution seeks the City Council's approval to enter into a Super Urban Area Security Initiative (SUASI) Governance Memorandum Of Understanding (MOU) with the City of San Jose, Santa Clara County, Alameda County, San Francisco City and County and agreement with the City and County of San Francisco for the distribution of \$2,667,062.00 of grant funds allocated to the City of Oakland, approval of the preliminary spending plan, waive the Central Service Overhead (CSO) fees, and authorize the City Administrator or her designee to administer the programs included in the grant.

The performance period for the FY 07 SUASI grant is October 1, 2007 through September 30, 2010.

**FISCAL IMPACT**

Approval of this proposed resolution will authorize the City to enter into a Super Urban Area Security Initiative (SUASI) Governance Memorandum of Understanding (MOU) and an agreement with the City and County of San Francisco and accept a grant appropriation of \$2,667,062.00 of FY 2007 SUASI grant funds for the City of Oakland to sustain and enhance its ability to accomplish the objectives of the grant which are to enhance prevention, mitigation,

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response and recovery capabilities which will provide regional benefits and increase regional emergency response capacities.

The FY 2007 SUASI 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 2007 SUASI grant and will be processing reimbursement requests for 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.

This grant does not require any matching funds and there are no other associated fees with this Governance MOU or distribution agreement.

The FY 2007 SUASI grant will reimburse the City of Oakland for Oakland's Homeland Security Unit for eligible projects, programs and emergency planning staff up to \$1 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 2007 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 SUASI grant for the purpose of sustaining and completing projects funded under the FY 05 and FY 06 UASI grants and to oversee new FY 07 projects that have a direct impact and benefit to the City of Oakland and also provide regional benefits. These projects include but are not limited to: regional planning, participating in the oversight group, representing Oakland on the (11) eleven SUASI working groups and ensuring compliance with national Homeland Security initiatives. The total costs for these positions from April 1-December 31, 2008, including benefits are \$452,327.00. 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 2007 SUASI grant will continue to be funded with SUASI grant awards in future years. The Bay Area SUASI Approval Authority is in the process of submitting the FY 2008 SUASI grant proposal, which if approved would provide funding for the four (4.0) FTE's from January 1, 2009 – December 31, 2009. Once the SUASI grant funding is either exhausted or the SUASI grant position(s) are discontinued, the incumbents in the four (4.0) FTEs will be released from their positions.

A total of \$547,673.00, in funding will be available for eligible equipment, contract services, training and supplies. For the FY2007 SUASI grant funds, the following equipment, supplies and contract services have been identified thus far totaling \$247,673.00 and will be procured:

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- 1) The final Emergency Operations Center (EOC) enhancements including the remodel of the EOC kitchen to accommodate major emergencies will be completed and is estimated at \$150,000.00.
- 2) The amount of \$97,673.00 will be utilized for continued emergency management contract services (\$75,000.00), supplies, duplicating, travel expenses and other miscellaneous program costs.
- 3) The remaining \$300,000.00 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.

All equipment purchased with SUASI grant funds must be listed on the federal 2007 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 \$1,000,000.00.

For the FY 2007 SUASI grant, Oakland has also been awarded \$1.3 million dollars to continue its enhancements 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 towards 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. The proposed equipment was a planned purchase and expenditure coming 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 \$1.3 million dollars will be utilized as follows:

- 1) A study in partnership with Alameda County and Contra Costa County to determine a configuration and options for the most efficient and effective East Bay Regional Communication System (\$250,000.00).
- 2) Purchase of necessary additional hardware and software to achieve P-25 compliance and more towards interoperability with east bay region public safety agencies (\$1,050,000.00).

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**Interoperability Infrastructure Equipment List to be purchased**

Upgrade Gwin Site to P-25	\$ 442,930.00
Upgrade P251P network	\$ 34,875.00
Upgrade VIDA Select Switch	\$ 158,956.00
P-25 upgrade, (on standby mode), Senica	\$ 442,930.00
<b>Total</b>	<b>\$1,177,691.00</b>

The difference of the costs of \$127,691.00 will come from the City of Oakland radio fund: Fund 4200, Org. 46241, Account 52515, Project 0000000, IP68.

Part of the \$2,667,062.00 other funding received by the City of Oakland is for the SUASI Management team and other programmatic components that have been pre-approved as eligible expenses under previous SUASI grant agreements are noted as follows:

- 1) There are two (2.0) full time (FTEs) positions assigned to the SUASI grant management team, which assist in the management of the \$27.3 million SUASI grant funds for the Bay Area Region. These positions will provide programmatic management of the entire SUASI grant. The estimated cost for these positions from July 1, 2008 to December 31, 2008 is \$268,077.00. These costs are separate and apart from the \$1 million Oakland grant award but will also be funded by the FY 2007 SUASI grant award. Once the positions are no longer necessary and/or the grant funds are no longer received, the positions will be eliminated.
- 2) The East Bay Terrorism Early Warning Group (TEWG) - The City of Oakland will be reimbursed from the TEWG project portion of the grant, up to \$137,000.00, to offset the cost of one (1.0) full time Lieutenant position in the Oakland Fire Department from July 1, 2008 through December 31, 2008 or until the \$137,000.00 in funding is exhausted. The City of Oakland has had either sworn OPD and OFD staff members assigned to the Terrorism Early Warning Group since the FY05 SUASI 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 April 1, 2008 – December 31, 2008 is \$100,769.00. 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 receiving direct SUASI grant funding have also been requested to waive the CSO costs.

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## **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 super urban area for purposes of the UASI funding provided by the Federal government to high threat/high risk areas. The new "SUASI" 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, and centers of commerce and technology that are critical not only to the Bay Area economy, but to the national and global economies. The new SUASI contains over seven million residents.

The SUASI 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 SUASI grant funds and all affiliated programs, projects and activities. Since the FY 2006 SUASI grant, the City and County of San Francisco was selected as the fiscal agent for all UASI grants by the SUASI Approval Authority.

## **KEY ISSUES AND IMPACTS**

The purpose of the FY 2007 Super Urban Area Security Initiative Grant (Award #2007-008, 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, 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. This governance structure has been very effective in representing the interest of all parties within the Bay Area Region. The Bay Area SUASI 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.

Since Federal FY 2006, the SUASI program changed from an allocation process (using a formula based on threat/risk and population) to a competitive grant process and Urban Areas are required to submit substantive grant applications for emergency management and homeland

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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 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 \$27,304,000.00.

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

## **PROGRAM DESCRIPTION**

As the SUASI program is now a regional program, the cities of Oakland, San Francisco and San Jose no longer receive separate UASI funding. 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 SUASI Approval Authority for expenditure of the grant award of \$27.3 million and as accomplishing the goals of the FY 2007 Bay Area SUASI program:

### **1. Training and Exercise (Project A) - \$2,850,000.00**

This investment will enhance regional capabilities through development of a regional training and exercise function. The regional approach allows the development and prioritization of training and exercises to meet the specific needs of the region; allow greater opportunity for multi-jurisdictional and multi-disciplinary activities; and increase efficiency. It also promotes ongoing compliance with Federal standards, such as the National Incident Management System (NIMS) and compatibility with the National Response Plan (NRP) and other Federal initiatives. The investment will build on existing training and exercise initiatives that include training and exercises on the Regional Emergency Coordination Plan (RECP); and leverage available resources, such as the California Specialized Training Institute (CSTI). Under the FY2007 SUASI grant requirements, 10% of the grant must be spent on training.

#### Projects Include:

- Continue to develop regional training standards.
- Continue plan for integrated training and exercises.
- Continue to emphasize "train the trainer" programs.
- Provide training and exercises to meet identified priorities.
- Provide training materials to enhance local facilities for training.

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- Create a regional training schedule on the SUASI website.

**2. CBRNE Detection and Response (Project B) - \$2,100,000.00**

This investment enhances capabilities to detect, neutralize, dismantle, and dispose of Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) materials; and decontaminate exposed first responders and other personnel, citizens and property.

Projects Include:

- Develop Oil Spill Plan Annex for the Regional Emergency Coordination Plan (RECP).
- Equip regional Disaster Medical Operations Response Teams.
- Enhance regional Emergency Management System response equipment.
- Enhance bomb squad robotic and CBRNE capabilities.
- Develop Fire Mass Decontamination capabilities.

**3. Medical Surge – (Project C) - \$450,000.00**

This investment will improve the capability of the Bay Area medical community to handle large numbers of patients requiring medical care after a major incident. Building on the disaster medical response component of the Regional Emergency Coordination Plan, the investment reflects a regional approach to addressing the issue of medical surge, leveraging limited resources through joint planning and shared resources.

Projects Include:

- Developing a five year strategic plan.

**4. Mass Prophylaxis – (Project D) - \$100,000.00**

This investment will strengthen regional mass prophylaxis capabilities by enhancing the readiness of regional public health organizations. Planning, exercises, and citizen education activities included in other investments will incorporate elements of the mass prophylaxis effort. Together, these projects will help advance the goal of preventing, treating, and containing disease/infections.

Projects Include:

- Develop regional mass prophylaxis information internet site.

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**5. Critical Infrastructure Protection - (Project E) - \$1,100,000.00**

This investment will continue implementation of projects that protect regionally important critical infrastructure. The end result will be the forward progression of prevention and mitigation measures for critical infrastructure and the expansion of the capability to support the rapid and orderly protection, evacuation, and recovery of threatened or attacked areas. The projects are being leveraged with those identified in the existing Bay Area transit security grant program.

Projects Include:

- Create and staff assessments of Critical Infrastructure (CI) sites and structures.
- Develop partnerships with CI sites.

**6. Interoperable Communications – (Project F) - \$10,950,000.00**

This investment will continue the initiatives funded under the FY 03-06 UASI grants and other Federal sources. Regional interoperability capabilities will be further enhanced by the expansion of ongoing multi-jurisdictional and sub-regional initiatives to establish shared P-25 standard, 800 MHz and 700 MHz public safety radio systems, and by upgrading, replacing and leveraging various existing communications systems to ensure real-time connectivity between disparate voice/radio and data systems. Regional interoperable communications capabilities will be primarily enabled by creating a multi-tiered regional communications network for both strategic and tactical communications and will reinforce and fully enable region-wide communications in support of mutual aid and coordination of incident responses.

The City of Oakland will receive a portion of this award, \$1.3 million dollars, to move toward full P-25 standards and compliance as well as make upgrades toward interoperable communication within the east bay region.

Projects Include:

- Study to determine regional integration requirements 700 MHz repacking study.
- Continued expansion of the regional communications systems.

**7. Joint Interoperable Communications – (Project G) - \$350,000.00**

- With Sacramento UASI install a microwave tower along I-80.



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**8. Information Sharing and Collaboration – (Project H) - \$2,700,000.00**

This investment will enhance the region's capability to identify potential threats, protect critical infrastructure, and combat terrorism through the effective collection, analysis, and dissemination of threat information. The enhanced regional information sharing and collaboration system will build on 10 years of collaboration among law enforcement, fire, public health and emergency management agencies in the region, expanded to include other first responder, public transit, and emergency management agencies. This investment will provide a forum for training, collaboration and information sharing that will enable effective prevention as well as efficient response and recovery from terrorist attacks. These activities, along with an expansion of the Buffer Zone Protection Program, will significantly increase the information sharing in the region. (NOTE: The City of Oakland was allocated \$137,000.00 in FY2007 to fund the remaining costs of the one Lieutenant position from Oakland Fire Department assigned to the Terrorism Early Warning Group (TEWG) discussed earlier in this report.)

Projects Include:

- Continue regional staffing for the TEWG groups, JTTF and RTTAC.
- Begin the development and establishment on a Regional Fusion Center.

**10. Public Information and Warning – (Project I) - \$280,000.00**

This investment will identify programs to improve the public information and warning capability within the Bay Area to provide more consistent, reliable, and effective alert and warning information to citizens with a special emphasis on special needs populations. The result of this investment will be a more effective system to warn and inform all Bay Area citizens during an emergency and determine the steps necessary to create a policy framework.

Projects Include:

- Develop/enhance standardized message delivery for special needs populations.
- Develop training and exercise for elected and high-level appointed officials.

**11. Mass Care – (Project J) - \$300,000.00**

This investment will improve the region's capability to provide mass care services to tens of thousands of people, including a significant vulnerable/special needs population, after a catastrophic incident. Building on the mass care component of the Regional Emergency Coordination Plan, this investment will take a regional approach to mass care, recognizing that displaced people may shelter in adjoining jurisdictions. These measures will improve

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the region's capabilities to address temporary care for displaced people, including the most vulnerable, after a catastrophic event.

Projects Include:

- Expansion of regional care and shelter data base.
- Procure regional animal care shelter supplies and generators.
- Plan for private sector support of shelter operations.

**12. Citizen Preparedness and Participation – (Project K) - \$1,400,000.00**

This investment will enhance the ability of the Bay Area's large and diverse population to prepare for and respond to a major incident such as a terrorist attack or catastrophic earthquake. The investment will build on existing state and local programs for citizen preparedness, emphasizing regionally consistent standards, messages, and training. Strategies that focus on vulnerable populations and utilize multi-lingual, multi-media approaches to outreach and education will be implemented. The investment will result in a greater degree of preparation and self-sufficiency among residents on a region-wide basis.

Projects Include:

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

**13. Emergency Management – (Project L) - \$104,800.00**

This investment will enhance regional emergency management, response and recovery protocols.

Projects Include:

- Develop plans/templates for use of public/private facilities.
- Develop a recovery plan template to assist with disaster claims.
- Develop Standard Operating Procedures (SOPs) to facilitate emergency management across the region.
- Develop plan to manage spontaneous donations.

**14. Joint Emergency Management – ( Project M) - \$600,000.00**

This investment is designed to work with the Southern SUASI region and develop an emergency management mutual aid system, as well as to train and exercise the potential capabilities of this mutual aid system.

Project Include:

- With LA/Long Beach UASI develop SOPs to define roles/responsibilities of Emergency Operations Center (EOC) positions.
- Provide joint mutual aid training to 100 personnel through the development of National Incident Management System (NIMS) compliant courses.
- Identify and train personnel whose skills are critical to the safety and security of the State.
- Design, develop and participate in joint exercises.

**15. Management and Administration – (Project N) - \$819,120.00**

This item is limited to 3% of the overall grant and will be used for grant administration for the Bay Area SUASI Management team salaries and benefits, fiscal agent fees, as well as, standard and customary management and administration costs. The City of Oakland will be fully reimbursed for salary and benefits for the two full time (FTE) positions from this Program that will serve on the Bay Area SUASI Management team.

**16. Regional Planning & Collaboration (Project O) - \$3,000,000.00**

This investment will enhance and expand regional planning capabilities by continuing to build upon the Regional Emergency Coordination Plan (RECP) structure and the success in fostering regional collaboration through that effort. This investment will institutionalize a regional planning function that will set regional strategies, goals, and priorities for homeland security and emergency management planning. Lead initiatives include the sharing of information, reducing duplication of effort, and leveraging collaborative efforts to achieve gains that are regional in scope. Each of the SUASI cities (Oakland, San Francisco and San Jose) will receive \$1 million to continue their regional planning efforts by maintaining their homeland security unit planners, support personnel, contract services, necessary equipment and supplies critical to accomplishing regionally based, all-hazards emergency management and homeland security planning efforts.

Projects Include:

- Enhance and expand regional planning capabilities - (Oakland, San Francisco and San Jose).

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- Institutionalized regional planning function that will set regional strategies, goals, and priorities for homeland security and emergency management planning.
- Initiatives to share information and reduce duplication of effort.

## **SUSTAINABLE OPPORTUNITIES**

**Economic:** The FY 2007 SUASI grant period is from April 1, 2007 through September 30, 2010. 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 2007 SUASI grant funds specifically earmarked for Oakland will provide continued funding for Oakland Homeland Security unit's four (4) full-time positions and also 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 Citizen Preparedness, and Public Information and Warning. The FY 2007 SUASI grant projects will also help to ensure social equity during catastrophic incidents.

## **DISABILITY AND SENIOR CITIZEN ACCESS**

At least four of the FY07 UASI projects that have been approved and funded explicitly incorporate consideration of persons with disabilities and senior citizens: Medical Surge, Mass Care, and Citizen Preparedness, and Public Information and Warning. These SUASI grant projects provide a specific focus on persons with disabilities and senior citizens to ensure regional equal access during major emergencies.

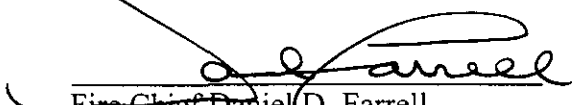
## **RECOMMENDATION AND RATIONALE**

The City of Oakland is committed to cooperating with our regional partners to detect, prevent, prepare for, respond to, and recover from disasters – both natural and human-made. To sustain and enhance the City of Oakland's ability to effectively carry out the FY 2007 SUASI grant edicts, it is recommended that the City Administrator or her designee be authorized to enter into SUASI Approval Authority Governance MOU, an Agreement with the City and County of San Francisco for the distribution of 2007 UASI grant funds and to approve the preliminary spending plan. It is also recommended that Council waive the Central Service Overhead (CSO) fees and that the City Administrator or her designee be authorized to administer the programs and activities generated by the FY 2007 SUASI Grant.

**ACTION REQUESTED OF THE CITY COUNCIL**

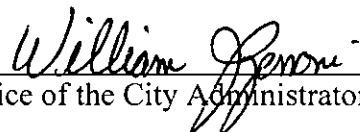
It is requested that i) the City Council authorize the City Administrator or her designee to enter into the SUASI Approval Authority Governance MOU and an Agreement with the City and County of San Francisco for the distribution of \$1,367,062.00 of FY 2007 SUASI grant funds, ii) approve the preliminary spending plan, iii) waive Central Service Overhead (CSO) fees, and iv) authorize the City Administrator or her designee to administer the programs and activities funded by the FY 2007 SUASI 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,

  
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Fire Chief Daniel D. Farrell  
Fire Department

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

APPROVED AND FORWARDED TO THE  
PUBLIC SAFETY COMMITTEE:

  
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Office of the City Administrator

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

<b>Position #1</b>	<b>Duties and Responsibilities from April 1, 2008- December 31, 2008</b>
<p>Emergency Planning Coordinator (Sr.)</p>	<p>Ensure the City of Oakland meets all the NIMS compliance and Implementation requirements delineated for Federal FY07-08. (See Attachment A).</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"> <li>• Temporary Mass Care and Shelter Plan- Develop Person with Disabilities section of Mass Care and Shelter Plan. Finalize potential sites, ensure sites are handicap accessible and meet the criteria (showers, cooking facilities, etc.) Finalize MOU with OUSD and Red Cross. Train City staff and volunteers to manage a temporary shelter working with City departments and other agencies. This project/program began last year and is still underway.</li> <li>• Animal Care/Shelter Plan- Working with OPD Animal Control and other agencies to finalize all the protocols, resources, and public information and public education. The Goal is to complete this plan by September 2008.</li> <li>• Volunteer Management Plan- Continuing to work with local non-profits, City staff and other groups. Plan is in final draft form. Conducting various training sessions and identifying resources necessary to support the City's volunteer management system to better utilize or deploy volunteers during emergencies.</li> <li>• Medical Surge Plan- Continue work with the County and local hospitals to evaluate capacity and gaps; Have completed the mapping of resources for Oakland. Working on identifying viable alternatives for medical treatment areas or care during major emergencies.</li> </ul> <p>Training of City staff, training of volunteers and employees of other organizations is ongoing since April 1, 2007. This next phase will focus on tabletop and functional exercises to test the plans, persons and processes.</p>

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<b>Position #2</b>	<b>Duties and Responsibilities from April 1, 2008 – December 31, 2008</b>
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"> <li>• 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.</li> <li>• Continue Outreach to Oakland Business Associations.</li> <li>• 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.</li> <li>• Continue to work with other City agencies and local non-profits, 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.</li> </ul>
<b>Position #3</b>	<b>Duties and Responsibilities-April 1, 2008- December 31, 2008</b>
Administrative Support	<p>This staff person will provide administrative 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"> <li>• 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.</li> <li>• Prepare HSU project and final reports, assist with and assist with documentation preparation for upcoming grant audits for FY2005 grant audit and FY2006 grant audit, that represents \$7 million dollars in projects, purchases, and services that were awarded to Alameda County, Contra Costa County, BART, EBMUD, and other entities.</li> <li>• Ensure issuance of purchase orders for approved purchases, track invoices, packing slips, and any other supporting documentation. Inventory equipment and supplies purchase by FY 2005, 2006 and 2007 grant funds and ensure they are tagged as grant funded equipment.</li> <li>• Respond to inquiries and provide customer service.</li> <li>• Provide word processing for HSU supervisor and emergency planning coordinators, as needed.</li> </ul>

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<b>Position #4</b>	<b>Duties and Responsibilities-April 1, 2008- December 31, 2008</b>
Homeland Security Program Supervisor	<p>Duties for this position include but are not limited to:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Supervisor HSU staff.</li> <li>• Coordinate with other Homeland Security grant, programs, and activities in the other Cities and/or region to leverage funding, resources and bring in additional funding to Oakland.</li> <li>• Serve as principal contact for the Homeland Security grant project and develop, maintain informational and statistical reports regarding project performance and goal attainment.</li> <li>• Ensure records are properly maintained for internal and external audits.</li> <li>• Write RFPs/RFQs and coordinate any contract activities.</li> <li>• Liaison with the SUASI Oversight Committee, SUASI Management Team and the State Office of Homeland Security, as needed.</li> </ul>



**AGREEMENT BETWEEN THE CITY AND COUNTY OF  
SAN FRANCISCO AND RECIPIENT JURIS  
FOR THE DISTRIBUTION OF FY 2007 UASI REGIONAL FUNDS**

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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 purposes 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 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 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) "**Grant Funds**" shall mean any and all funds allocated or disbursed to RECIPIENT JURIS under this Agreement.

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

(f) "**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.

(g) "**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.

(h) "**Reimbursement Request**" shall have the meaning set forth in Section 3.9(a).

1.2 **Additional Terms.** Unless expressly stated otherwise, the terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of DEM. Unless expressly stated otherwise, the terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of DEM. Unless expressly stated otherwise, the terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to DEM. Unless expressly stated otherwise, the terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation." Unless expressly stated otherwise, 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 OHS, San Francisco, the Approval Authority, 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 FY2007 Homeland Security Grant Program: Program Guidance and Application Kit, dated January 2007, including but not limited to Section III.I.1 Administrative Requirements, Freedom of Information Act; and (ii) California Governor's Office of Homeland Security FY2007 Homeland Security Grant Program, California Supplement to Federal Program Guidance and Application Kit, revised June 1, 2007.

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 that involves expenditure of

Grant Funds 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 equally and independently 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) The SUASI Management Team shall serve as the primary contact for RECIPIENT JURIS regarding any Reimbursement Request. 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. With each Reimbursement Request, RECIPIENT JURIS shall include documentation verifying expenditures and services, and supporting the reimbursement request, including but not limited to purchase orders, vendor invoices, cancelled checks indicating payment, functional timesheets, and state approvals for training. RECIPIENT JURIS must submit all Reimbursement Requests under this Agreement before the termination of this Agreement as specified in Section 3.1.

(b) RECIPIENT JURIS and the SUASI Management Team shall agree upon a mutually acceptable schedule for RECIPIENT JURIS to submit Reimbursement Requests. In addition, at any time, SUASI Management Team may request that the RECIPIENT JURIS submit a Reimbursement Request within 30 calendar days of the request by the Management Team.

(c) 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.

(d) 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.

(e) 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 the 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.

(f) 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 reasonable efforts to disburse Grant Funds to RECIPIENT JURIS within 45 days of DEM's final approval of the Reimbursement Request.

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 DEM, in form and substance satisfactory to 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 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: Executive Director  
Facsimile No. (415) 431-7500

If to the SUASI Management Team:

SUASI Management Team  
1300 Clay Street, Ste. 400  
Oakland, CA 94612  
Attn: Fiscal Agent Liaison  
Facsimile No.: (510)

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 Approval Authority, 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 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 Reimbursement 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.

10.10 **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 6, 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:

By:

\_\_\_\_\_  
LAURA PHILLIPS  
EXEC. DIRECTOR

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

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

\_\_\_\_\_  
Federal Tax ID #:

**Approved as to Form:**

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

**Appendix A — Authorized Expenditures**

<b>Total Allocation</b> to be spent on the following solution areas:	<b>Not to exceed: \$amount</b>
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 RECIPIENT JURIS, I certify that RECIPIENT JURIS:

1. Has the legal authority to apply for and receive 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.
2. Will assure that grant funds are only used for allowable, fair, and reasonable costs.
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. Will provide progress reports and such other information as may be required by the awarding agency, the Approval Authority, SUASI Management Team and DEM.
5. Will initiate and complete the work under this Agreement within the applicable time frame after receipt of approval of the awarding agency, the Approval Authority, SUASI Management Team or DEM.
6. 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.
7. 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.
8. Will comply with all federal statues relating to 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 sex;
  - 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. Sections 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. The requirements on any other nondiscrimination statute(s) that may apply to the Agreement.
9. 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 provide 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.
  10. 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 or more.
  11. Will comply with environmental standards that may be prescribed pursuant to the following:
    - a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
    - b. Notification of violating facilities pursuant to EO 11738;

- c. Protection of wetlands pursuant to EO 11990;
  - d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - e. 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.);
  - f. Conformity of federal actions to State (Clean Air) Implementation Plans under Section FY06 Homeland Security Grant Program Page 45 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.);
  - g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
  - h. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
  - i. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
12. Will comply with the 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.
13. Will assist the awarding agency, the Approval Authority, SUASI Management Team and DEM in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. 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 O.K. Title 19, Sections 2445, 2446, 2447 and 2448.
15. Has requested through the State of California, the Approval Authority, and San Francisco, federal financial assistance to be used to perform eligible work approved in the Approval Authority's and RECIPIENT JURIS's application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to do the following:
- a. Promptly return to the State of California all the funds received that 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, promptly refund the reimbursement applicable to the amount of the reduction to the State of California.
  - c. Separately account for interest earned on grant funds, and return all interest earned, in excess of \$100 per federal fiscal year.

16. 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).
17. 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.
18. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
19. 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. FY06 Homeland Security Grant Program Page 46
20. 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.
21. 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.
22. 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."
23. Certifies that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of RECIPIENT JURIS, 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 funds other than federal appropriated funds have been paid or will be paid, by or on behalf of RECIPIENT JURIS, 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, RECIPIENT JURIS 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 subawards at all tiers including subgrants, subcontract(s), and contracts under grants, loans and cooperative agreements, and that all subrecipients shall certify and disclose accordingly.

- d. This certification is a material representation of fact upon which reliance was placed when this Agreement 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.
24. Agrees that equipment acquired or obtained with grant funds:
- a. Will be made available under 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.
  - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
  - c. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement 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.
25. 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.
26. 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 Uniform Administrative Requirements for Grants and Cooperative Agreements contained in Title 28, Code of Federal Regulations, Part 66 or 70, that govern the application, acceptance and use of Federal funds for this federally-assisted project.
27. 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 U.S.C. 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, and all other applicable Federal laws, orders, circulars, or regulations.
28. 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; and
  - p. Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).
29. Will ensure that the facilities under its ownership, lease or supervision that shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency, the SUASI Management Team and DEM 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.
  30. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
  31. 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 or race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs, to the SUASI Management Team and DEM.
  32. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
  33. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
  34. Will comply, if applicable, with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et seq.), which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

35. 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.
36. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.
37. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, as defined at 28 CFR Part 67, Section 67.510:
- A. Certifies that RECIPIENT JURIS and its principals:
- (1) 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;
  - (2) Have not within a three-year period preceding this Agreement 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;
  - (3) 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 (A)(2) of this certification; and
  - (4) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- B. If unable to certify to any of the statements in this certification, RECIPIENT JURIS shall attach an explanation to this Agreement.
38. As required by 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
- A. Certifies that it will or will continue to provide a drug-free workplace by:
- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in RECIPIENT JURIS's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (2) Establishing an on-going drug-free awareness program to inform employees about:
    - (a) The dangers of drug abuse in the workplace;
    - (b) RECIPIENT JURIS's policy of maintaining a drug-free workplace;

- (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) 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 (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will
- (a) Abide by the terms of the statement; and
  - (b) 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;
- (5) Notifying the SUASI Management Team and DEM, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) 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;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted
- (a) 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
  - (b) 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;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).



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

The undersigned represents that he/she is authorized by RECIPIENT JURIS to enter into this agreement for and on behalf of RECIPIENT JURIS.

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 2007 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).

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY AND COUNTY OF SAN FRANCISCO; CITY OF OAKLAND;  
CITY OF SAN JOSE; ALAMEDA COUNTY; AND SANTA CLARA COUNTY

This Memorandum of Understanding ("MOU") dated for convenience of reference as of July 1, 2007, sets forth the agreements of the City and County of San Francisco, California ("San Francisco"), the City of Oakland, California ("Oakland"), the City of San Jose, California ("San Jose"), Alameda County, California ("Alameda"), and Santa Clara County, California ("Santa Clara"), relating to the application for and allocation and distribution of federal Urban Areas Security Initiative ("UASI") Program grant funds.

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

A. The above named cities and counties (collectively and individually, the "Parties") are committed to regional cooperation and coordination in building and sustaining capabilities to provide the highest feasible level of prevention, protection, response, and recovery from threats or acts terrorist and other catastrophic events in the Bay Area region.

B. On January 3, 2006, the United States Department of Homeland Security ("DHS") announced that it had combined the Parties and other Bay Area governmental entities into a combined Bay Area "Urban Area" or Super-UASI region ("SUASI region") for the purpose of application for and distribution of Fiscal Year 2006 UASI Program grant funds. DHS continued that SUASI region structure for application and distribution of Fiscal Year 2007 UASI Program grant funds. The Parties anticipate that DHS will continue to use the SUASI region structure for UASI Program grants in future fiscal years.

C. For the Fiscal Year 2006 UASI Program, DHS required each Urban Area to establish an Urban Area Working Group ("UAWG") to act as an executive steering committee to provide overall governance of the homeland security program across the regional area encompassed within the defined Urban Area, to coordinate development and implementation of all UASI Program initiatives, and to ensure that all programmatic requirements associated with participation in the UASI Program were fulfilled. DHS continued the UAWG requirement in the Fiscal Year 2007 UASI Program.

D. For the Fiscal Year 2006 UASI Program, DHS required also that the UAWG provide either direct or indirect representation for all the jurisdictions that comprise the Urban Area. DHS continued that requirement in the Fiscal Year 2007 UASI Program.

E. DHS also required the UAWG to develop a methodology for allocating UASI Program funds throughout the SUASI region. That requirement continued into Fiscal Year 2007.

F. In Fiscal Year 2006, the Parties committed to cooperate for the purposes of applying for, allocating and distributing the Fiscal Year 2006 UASI Program funds, and entered

a Memorandum of Understanding Between City and County of San Francisco; City of Oakland; City of San Jose; Alameda County; and Santa Clara County, dated July 1, 2006 ("2006 MOU").

G. The 2006 MOU created a layered governance structure, including an Approval Authority, an Advisory Group and a Management Team, assisted by various working groups based on the initiatives described in the SUASI region's Fiscal Year 2006 grant submission.

H. The Parties wish to renew and update their existing agreements regarding the SUASI region mission, governance structure, responsibilities, reporting structure and financial arrangements, and to use the agreements, structures, processes and mechanisms agreed to below in applying for, allocating and distributing UASI Program grant funding for the Urban Area for Fiscal Year 2007 and future fiscal years.

ACCORDINGLY, the Parties agree as follows:

1. Bay Area SUASI Region Approval Authority: The Bay Area SUASI Region Approval Authority ("Approval Authority"), created by the Parties in the 2006 MOU, shall continue for the purposes and on the terms and conditions set forth below.
  - a. Membership. The Parties shall appoint members to the Approval Authority as follows:
    - i. City and County of San Francisco, CA – 2 members, each with full voting authority.
    - ii. City of Oakland, CA – 1 member with full voting authority.
    - iii. City of San Jose, CA – 1 member with full voting authority.
    - iv. Alameda County, CA – 1 member with full voting authority.
    - v. Santa Clara County, CA – 1 member with full voting authority.
    - vi. The Parties shall invite the California Governor's Office of Emergency Services ("OES") Coastal Region to appoint 1 advisory member to the Approval Authority. The OES member shall have authority to vote only in the event of a tie vote among the other voting members. The role of the OES member shall be to facilitate Approval Authority and Management Team coordination with the State of California homeland security and emergency preparedness departments and services.
  - b. Selection of Representatives. Each Party is responsible for selecting its own representative(s) to the Approval Authority.

- c. Purpose. The purpose of the Approval Authority is to provide effective UASI Program direction and governance and to coordinate UASI Program development and implementation for the SUASI region. The Approval Authority shall be responsible for developing the SUASI region homeland security strategy, developing investment identifications and justifications, establishing funding allocation methodologies, approving all UASI Program grant applications, approving all UASI-funded projects and programs, and making the final decisions on allocation and distribution of UASI Program grant funds.
- d. UAWG. The Approval Authority, along with the Management Team and any advisory and working groups created by the General Manager, shall constitute the UAWG for the SUASI region.
- e. Quorum. The Approval Authority shall hold meetings and conduct business only when a quorum is present. A quorum shall mean a majority of the members of the Approval Authority with full voting authority (i.e., at least four of the six members with full voting authority). The presence of the OES representative shall not count towards the quorum requirement.
- f. Decisionmaking. Unless otherwise specified herein, all decisions of the Approval Authority requiring a vote of the Authority shall require the affirmative vote of a majority of the full-voting members of the Authority (i.e., at least four affirmative votes). With respect to matters of procedure, the Approval Authority may act by the affirmative vote of a majority of the full-voting members present, so long as the members present constitute a quorum. Each full-voting member present at a meeting shall vote "yes" or "no" when a question is put, unless excused from voting by a motion adopted by a majority of the full-voting members present.
- g. Voting Authority. Except as provided herein, each member of the Approval Authority shall have one vote on all issues requiring a vote of the Approval Authority under this Agreement. These issues shall include (i) developing the SUASI region homeland security strategy, (ii) developing investment identifications and justifications, (iii) establishing funding allocation methodologies, (iv) approving UASI Program grant-funded programs, (v) approving allocation and distribution of UASI Program grant funds, and (vi) other issues as determined by the Approval Authority. The California OES member shall have one vote, but may vote only in the event of a tie vote between the members with full voting authority.
- h. Other Federal Grants. The Approval Authority may decide to apply the agreements, structures, processes and mechanisms specified in this MOU in applying for, allocating and distributing other types of federal grant funding for the SUASI region. Any such decision shall be by unanimous vote of the Approval Authority.

- i. Brown Act. The Parties agree to comply with the provisions of the Ralph M. Brown Act, Cal. Gov't Code §54950 *et seq.*, for all meetings of the Approval Authority.
2. City and County of San Francisco Obligations. During the term of this MOU, San Francisco will provide the following services to the Approval Authority:
  - a. Designate 2 individuals as full voting members of the Approval Authority.
  - b. Chair meetings of the Approval Authority.
  - c. Serve as the SUASI region point of contact with the federal DHS and the California Office of Homeland Security ("OHS") in connection with UASI Program grant funding.
  - d. Serve as the Fiscal Agent for the Approval Authority, and establish procedures and provide all financial services for distribution of UASI Program grant funds within the SUASI region.
  - e. Serve as the grantee for UASI funds granted by the DHS and OHS to the SUASI region, and 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.
3. City of Oakland Obligations. During the term of this MOU, Oakland will provide the following services to the Approval Authority:
  - a. Designate 1 individual as a full voting member of the Approval Authority.
4. City of San Jose Obligations. During the term of this MOU, San Jose will provide the following services to the Approval Authority:
  - a. Designate 1 individual as a full voting member of the Approval Authority.
5. Alameda County Obligations. During the term of this MOU, Alameda will provide the following services to the Approval Authority:
  - a. Designate 1 individual as a full voting member of the Approval Authority.
6. Santa Clara County Obligations. During the term of this MOU, Santa Clara will provide the following services to the Approval Authority:
  - a. Designate 1 individual as a full voting member of the Approval Authority.



7. General Manager for the SUASI Region Program.

- a. Subject to subsection (b) below, the Approval Authority has the authority by vote of the Authority to select, evaluate, discipline and remove a General Manager for the SUASI Program. The Approval Authority may establish by vote of the Authority the minimum qualifications for the General Manager position, as well as desired and preferred qualifications.
- b. The General Manager shall be an employee, consultant or contractor of a Party or another governmental entity within the SUASI region, and shall be assigned to work full-time as the SUASI Program General Manager. The General Manager position shall be funded through grant funds to the extent funds are available and allocated by the Approval Authority for that purpose.
- c. The General Manager shall be responsible for implementing and managing the policy and program decisions of the Approval Authority, and performing other duties as determined and directed by the Approval Authority. The Approval Authority may establish by vote of the Authority additional job functions, duties and responsibilities for the General Manager position.
- d. The General Manager shall establish a process to ensure either direct or indirect representation for all jurisdictions that comprise the Urban Area. The process developed by the General Manager shall ensure direct representation for at least the following jurisdictions: Marin County, Sonoma County, Napa County, Solano County, Contra Costa County, Alameda County, Santa Clara County, Santa Cruz County, San Mateo County, the City and County of San Francisco, the City of Oakland, and the City of San Jose.
- e. The General Manager may establish discipline specific and/or geographically determined working groups to make comprehensive assessments and recommendations that address the target capability strengths and weaknesses on a regional basis. The Parties shall provide adequate personnel to participate on and support any working groups established by the General Manager.
- f. The General Manager shall coordinate and collaborate with the Bay Area Metropolitan Medical Response Systems, the Bay Area Transportation Security Working Group, the Bay Area Citizen Corps Councils, the Area Maritime Security Committee, and any other stakeholders identified by the Approval Authority or Management Team. As appropriate, the General Manager may invite stakeholders to participate in any advisory or working groups established by the General Manager.

8. Management Team for the SUASI Region Program.

- a. In consultation with the Approval Authority, the General Manager shall select, direct and manage a Management Team to support the Approval Authority and

the SUASI region's initiatives and projects. The members of this Team shall be employees, consultants, or contractors of the Parties or other governmental entities within the SUASI region, and shall be assigned to serve full-time on the Management Team. The salaries of the employees, consultants or contractors selected to serve on the Management Team shall be funded through grant funds to the extent funds are available and allocated by the Approval Authority for that purpose.

- b. In addition to the members of the Management Team selected under subparagraph (a) above, the Fiscal Agent shall identify and designate an employee, consultant or contractor of the Fiscal Agent to serve as a member of the Management Team, to act as the liaison to the Fiscal Agent for the Management Team. The salary of that employee, consultant or contractor shall be funded through grant funds to the extent funds are available and allocated by the Approval Authority for that purpose.
  - c. The Management Team, under the direction of the General Manager, shall perform the follow functions and duties:
    - i. Oversee and execute all administrative tasks associated with application for and distribution of UASI Program grant funds and programs.
    - ii. Coordinate, monitor and as appropriate manage all UASI Program grant-funded projects and programs approved by the Approval Authority.
    - iii. Maintain all records associated with the activities of the Approval Authority, Management Team and any advisory and working groups, including but not limited to records regarding UASI Program grant application, funding and disbursement processes.
    - iv. Work with any advisory and working groups, as well as appropriate Bay Area stakeholders, to obtain input and make recommendations to the Approval Authority on application, allocation and distribution of UASI Program grant funds, and policy and programmatic objectives.
    - v. Coordinate and manage any advisory and working groups, and serve as the liaison between those groups.
  - d. The Approval Authority may establish by vote of the Authority additional functions, duties and responsibilities for the Management Team.
9. Grants and Contracts Awarded for UASI Grant-Funded Projects. All grants and contracts awarded using UASI Program grant funds received by the SUASI region shall conform to all applicable federal and state grant and contracting requirements.

Grants and contracts shall be awarded for particular projects and program, as follows:

- a. The Approval Authority shall determine the projects and programs to be funded, and shall decide which jurisdictions in the SUASI region will receive grants funds ("subrecipients"), the amount of funds allocated and the projects or programs to be funded. A jurisdiction may decline to receive grant funds for a project allocated to that jurisdiction by the Approval Authority. If a jurisdiction does so, the Management Team shall notify the Approval Authority, which shall reallocate the grant funds for that project to an alternative subrecipient.
  - b. San Francisco shall be the primary grantee of UASI Program grant funds. The Management Team shall inform San Francisco of the Approval Authority's grant allocation determinations, and request that San Francisco disburse the funds pursuant to the Approval Authority's direction.
  - c. San Francisco shall disburse grant funds to subrecipients pursuant to guidelines and requirements established by San Francisco in its capacity as fiscal agent and primary subgrantee.
  - d. Each subrecipient shall be responsible for all aspects of the UASI grant-funded projects and programs allocated to that jurisdiction by the Approval Authority, including contracting, project management, ensuring compliance with federal and state grant requirement and decisions of the Approval Authority, equipment purchase, installation and maintenance, and any permitting, environmental or other requirements necessary for any project or program approved by Approval Authority for that jurisdiction.
  - e. Before issuing any Request for Proposal related to a UASI grant-funded project or program, a subrecipient shall coordinate with the Management Team to ensure that the Request For Proposal, including the scope of work, meets the SUASI Program requirements for the project or program. After approval from the Management Team, each subrecipient shall select a contractor and issue the contract under its own contracting authority and process. In addition, subrecipients shall coordinate with the Management Team as requested by the Management Team, to allow the Management Team to coordinate, monitor and as appropriate manage UASI grant-funded projects and programs across the SUASI region.
  - f. For regional projects, the Management Team shall ensure coordination of the projects and programs allocated to the individual subrecipient jurisdictions.
10. Fiscal Agent. All requests for funding or reimbursement from the Fiscal Agent shall meet guidelines and requirements established by the Fiscal Agent. The guidelines shall include requirements for record keeping, internal audits, signature authority for approval of reimbursement requests, submission of financial reports,

and compliance with professional accounting standards. The Fiscal Agent shall be entitled to reasonable costs for services performed. Periodically, the Fiscal Agent may submit request for payment, which the Approval Authority shall review and approve within thirty (30) days.

11. Indemnification. In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all Losses (as defined below) incurred by a Party in connection with this MOU or the activities contemplated by this MOU shall not be shared pro rata but instead the Parties agree that pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, including, without limitation, their officers, board members, employees and agents, harmless from any Losses imposed for injury (as defined by Government Code Section 810.8) arising in connection with the negligent acts or omissions or willful misconduct of the indemnifying party, including, without limitation, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement. No Party, including, without limitation, any officer, board member, employee or agent thereof, shall be responsible for any Losses occurring by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, including, without limitation, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Parties under this Agreement. For purposes of this Section, Losses shall mean any and all claims, demands, losses, liabilities, damages (including foreseeable and unforeseeable consequential damages to the extent arising from third party claims), liens, obligations, interest, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses (including, without limitation, reasonable attorneys' fees and costs, and consultants' fees and costs) of whatever kind or nature, known or unknown, contingent or otherwise.
12. Term. This MOU shall take effect on the Effective Date as described in Section 17 below and shall extend until December 31, 2010, unless sooner terminated as provided below ("Term"). The Term of this MOU may be renewed for additional terms upon the unanimous vote of the Approval Authority.
13. Termination. Any Party may terminate this MOU in the event that another Party breaches a material provision hereof and the breaching Party does not cure the breach complained of within thirty (30) days following receipt of written notice of the breach. In addition, the Approval Authority may terminate this MOU at any time, for convenience and without cause, by unanimous vote. Any such action of the Approval Authority shall specify the date on which the termination shall become effective.
14. Jurisdiction and Venue. The laws of the State of California shall govern the interpretation and performance of this MOU. Venue for any litigation relating to

the formation, interpretation or performance of this MOU shall be in San Francisco, CA.

15. Modification. This MOU may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this MOU.
16. Interpretation. This MOU shall be deemed to have been prepared equally by all Parties and its individual provisions shall not be construed or interpreted more favorably for one Party on the basis that the other Parties prepared it.
17. Effective Date. Upon approval by the governing bodies of each of the Parties, this MOU shall become effective retroactive to July 1, 2007.
18. Complete Agreement. This is a complete agreement and supersedes any prior oral or written agreements of the Parties regarding the process for applying for and distributing UASI Program grant funding for the SUASI region. Specifically, this agreement supersedes the 2006 MOU.
19. Notice.

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

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

Laura Phillips, Executive Director  
Department of Emergency Management  
1011 Turk Street  
San Francisco, CA 94102  
(415) 558-3800  
Laura.phillips@sfgov.org

and

Gary Massetani, Deputy Chief of Administration  
Fire Department  
698 Second Street  
San Francisco, CA 94107  
(415) 558-3411  
Gary.massetani@sfgov.org

If to the City of Oakland, to:

Renee A. Domingo, Director of Emergency Services  
1605 Martin Luther King Jr. Way, 2nd Floor  
Oakland, CA 94612

(510) 238-3939  
RADomingo@oaklandnet.com

If to the City of San Jose, to:

Kimberly Shunk, Emergency Preparedness Director  
855 N. San Pedro St. #404  
San Jose, CA 95110-1718  
(408) 277-4595  
kimberly.shunk@sanjoseca.gov

If to Alameda County, to:

Richard T. Lucia, Undersheriff  
Alameda County Sheriff's Office  
1401 Lakeside Drive 12th Floor  
Oakland, CA 94612  
(510) 272-6868 Office  
rlucia@acgov.org

If to Santa Clara County, to:

Robert Fracolli, OES Director (Acting)  
55 W. Younger Avenue  
San Jose, CA 95110  
(408) 808-7802  
bob.fracolli@oes.sccgov.org

If to State of California, OES, to:

John Anderson, FAIA, Regional Administrator  
Governor's Office of Emergency Services  
Coastal Region and  
CISN & Earthquake Program  
1300 Clay Street, Suite 400  
Oakland, California 94612  
(510) 286-0888  
john\_anderson@oes.ca.gov

- b. Notices shall be deemed given when received if given in person, by facsimile or by electronic means (if a record of receipt is kept by the sending party showing the date and time of receipt) or three (3) days following deposit in the United States Mail, postage prepaid, to the address set forth above.
- c. Any Party may change its contact individual and/or address for notice by giving written notice of the change to the other Parties and the SUASI Program

**General Manager.**

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

The undersigned approve the terms and conditions of this MOU.

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

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

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

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

**City of Oakland, California**

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

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

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

**City of San Jose, California**

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

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

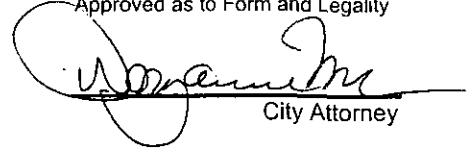
Title: \_\_\_\_\_

**Alameda County, California**

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

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

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


  
City Attorney

 OFFICE OF THE CITY CLERK  
OAKLAND

**OAKLAND CITY COUNCIL**

2008 JUN 12 PM 1:56 RESOLUTION No. \_\_\_\_\_ C.M.S.

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR HER DESIGNEE TO:**

- 1) ENTER INTO THE GOVERNANCE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF SAN JOSE, SANTA CLARA COUNTY, ALAMEDA COUNTY, SAN FRANCISCO CITY AND COUNTY, AND A GRANT ADMINISTRATION AGREEMENT WITH CITY AND COUNTY OF SAN FRANCISCO FOR DISTRIBUTION OF FISCAL YEAR 2007 SUPER URBAN AREA SECURITY INITIATIVE (SUASI) GRANT FUNDS IN THE AMOUNT OF \$2,667,062.00 TO OAKLAND, AND
- 2) ACCEPT, APPROPRIATE AND ADMINISTER THE FISCAL YEAR 2007 SUASI GRANT ALLOCATIONS, AND
- 3) APPROVE THE PRELIMINARY SPENDING PLAN AND WAIVE CITY OF OAKLAND CENTRAL SERVICES OVERHEAD FEES OF \$100,769.00, 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 Super Urban Area for purposes of the Urban Area Security Initiative (UASI) Grants referred to as "SUASI"; and

**WHEREAS**, the City of Oakland may no longer receive separate UASI funding and was allocated two million six hundred sixty seven thousand sixty two dollars (\$2,667,062.00), by the FY 2007 SUASI Grant governing body as part of an investment for the regional planning and regional interoperable communications initiatives; and

**WHEREAS**, the City and County of San Francisco is the Fiscal Agent for the FY 2007 SUASI grant award; and

**WHEREAS**, an agreement with the City and County of San Francisco is required for the distribution and reimbursement of grant funds to the City of Oakland; and

**WHEREAS**, the grant funds will provide four (4) full time (FTEs) positions for the Oakland Fire Department's Office of Emergency Services, Homeland Security Unit for the 2007 SUASI grant period October 1, 2007 through September 30, 2010 or until funding is exhausted, necessary to prepare for major terrorist incidents and natural disasters as well as to support the regional planning functions; and



**WHEREAS**, the FY 2007 SUASI grant will sustain funding to offset one existing Lieutenant position in the Oakland Fire Department, assigned to the East Bay's Terrorism Early Warning Group; and

**WHEREAS**, the grant will fund two (2) full-time (FTE) positions assigned to the SUASI grant management team for programmatic management of the entire Bay Area SUASI FY 2007 grant period, October 1, 2007 through September 30, 2010 or until funding is exhausted; and

**WHEREAS**, Central Services Overhead (CSO) fees in the amount of one hundred thousand seven hundred sixty nine dollars (\$100,769.00) 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**, specific equipment, supplies and contracting services on the federally authorized equipment list ("AEL") and in the grant documents will be purchased to fulfill the purposes of the SUASI grant; 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 2007 SUASI grant will be absorbed in OFD'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 disasters – both natural and human-caused; and

**WHEREAS**, the City of Oakland is committed to effectively carry out the programs of the FY 2007 SUASI grant and to sustain programs made with previous years' UASI grants; now, therefore be it

**RESOLVED:** That the City Council authorizes the City Administrator or her designee to enter into the SUASI Approval Authority Governance Memorandum of Understanding and administration Agreement with the City and County of San Francisco for the distribution of two million six hundred and sixty seven thousand and sixty two dollars (\$2,667,062.00) in FY 2007 SUASI Grant funds to the City of Oakland; and be it

**FURTHER RESOLVED:** That the City Administrator or her designee is authorized to accept and appropriate said FY 2007 SUASI 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 her 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 Lieutenant of Fire position for the East Bay Terrorist Early Warning Group (TEWG), and two full-time (FTE) positions for the SUASI Management Team for the 2007 grant period October 1, 2007 through September 30, 2010 or until funding is exhausted, and the purchase of equipment, supplies and contract services listed on the federal authorized equipment list and approved in the grant guidance; and be it

**FURTHER RESOLVED:** That City of Oakland Central Services Overhead fees in the amount of one hundred thousand seven hundred sixty nine dollars (\$100,769.00) 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 2007 SUASI grant will be absorbed in OFD's existing budget with no additional General Purpose Fund appropriation; and

**FURTHER RESOLVED:** That the City Administrator is authorized to award contracts in accord with the approved spending plan 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, in excess of the City Administrator's purchase authority, provided the City's bidding requirements and purchasing programs/policies are followed; 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, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, and  
PRESIDENT DE LA FUENTE

NOES -

ABSENT -

ABSTENTION -

ATTEST: \_\_\_\_\_  
LaTonda Simmons  
City Clerk and Clerk of the Council  
of the City of Oakland, California