

**PORT SECURITY GRANT PROGRAM (PSG) 2009 and PSG 2010
(Award Number 2009-PU-T9-K032 and 2010-PU-T0-K050)**

SUB-GRANTEE AWARD AGREEMENT

**Between
PORT OF OAKLAND
As SUB-GRANTEE**

And

**CITY OF OAKLAND
SUB-SUBGRANTEE**

This Agreement, between the City of Oakland, acting by and through its Board of Port Commissioners (hereinafter referred to as Port of Oakland, or Port or Grantee), and the City of Oakland, acting by and through its City Council (hereinafter referred to as City of Oakland or City or Sub-Grantee) is effective from this 1st day of June, 2013 until August 31, 2015.

I. Authority and Purpose

- A.** This Agreement is undertaken as part of the DHS Infrastructure Protection Activities (IPA) under the auspices of the Port Security Grant Programs 2009 and 2010.
- 1.** The Port Security Grant Program (PSGP) is an important component of a coordinated, national effort to strengthen the security of America's critical infrastructure.
 - 2.** This federal preparedness assistance award ("Grant") was given by the Department of Homeland Security Federal Emergency Management Agency (hereinafter FEMA) under Port Security Grant Programs 2009 and 2010 to the Fiduciary Agent for the San Francisco Bay Region, the San Francisco Bay Marine Exchange ("Program Grantee").
 - 3.** The Program Grantee and the Port entered into an Agreement on July 28, 2011 (for PSG Round 9) and July 27, 2011 (for PSG Round 10) for the purpose of implementing security projects to protect critical infrastructure in the Port of Oakland. Subsequent to those agreements, on June 10, 2013, the Port obtained authority from FEMA and the Program Grantee for the extension of the performance period for those grants, \$2Million of which would be eligible to be re-programmed in support of the Joint City/Port Domain Awareness Center project.
 - 4.** The Port and the City as Sub-Grantee are entering into this Agreement for the purposes as set forth in paragraph 1(B) herein. The Sub-Grantee understands and agrees that this grant award shall be subject to and incorporate the following

terms and conditions. The Sub-Grantee shall include provisions appropriate to effectuate the purposes of these conditions in all contracts of employment, consultant's agreements, and contracts issued under its approved application.

B. Amount, Dates and Purpose of Award: This Agreement establishes the terms, conditions, assurances and certifications under which the Port of Oakland as Grantee shall award to Sub-Grantee an allocation of funds from the Port Security Grant Programs (hereinafter PSGP), Award Numbers 2009-PU-T9-K032 and 2010-PU-T0-K050 in the amount not to exceed \$2,000,000 in accordance with the Investment Justification and Budget approved by the Port of Oakland Board of Port Commissioners Resolution No. 13-52 and the accompanying Port Agenda Report both dated May 23, 2013 (Exhibit A) and SFMX Acceptance letters dated January 17, 2011 for PSGP Round 9 award (Exhibit B), and January 19, 2011 for PSGP Round 10 award (Exhibit C) and Port Of Oakland Resolution No. 11-57 (Exhibit D) and Port of Oakland Resolution No. 11-87 (Exhibit E) authorizing the acceptance of the PSGP Round 9 and 10 grant funding respectively, which are attached hereto and made a part of this Agreement.

1. This Phase 2 DAC Implementation project is a follow on to the Phase 1 DAC implementation that was completed on June 30, 2013. That initial project design was funded by a PSG Round Eight Award #2008-GB-T8-K063 for \$438,750 and managed by the Port of Oakland. The initial DAC Construction, including EOC building improvements and technology linkage tasks, was funded by ARRA PSG Award #2009-PU-R1-0189 for \$2,921,700. The Port of Oakland was the primary grantee for that ARRA PSG funding and the City of Oakland was the sub-grantee as defined by terms and conditions of Agreement dated March 1, 2012.
2. The original award date to Port of Oakland is January 17, 2011 for PSG Round 9 and January 19, 2011 for PSG Round 10. The initial project period for PSG Round 9 is from January 17, 2011 to June 30, 2013 with a subsequent extension authorized by FEMA to August 31, 2014. The initial project period for PSG Round 10 is from January 19, 2011 to June 30, 2014 with a subsequent extension authorized by FEMA to August 31, 2015.
3. The purpose of the award, as amended and approved by FEMA is to upgrade the capability of the Joint City-Port Domain Awareness Center (DAC). The DAC provides an operational as well as technical framework to consolidate a network of existing and future surveillance and security sensor data sources to actively monitor critical Port facilities, utility infrastructure, City facilities, crime hotspots and roadways. Information integration and management framework software would be utilized together with video analytics to efficiently screen and monitor the data as well as coordinate incident management. The information management software would include situation awareness and response capabilities, linking monitoring data with dispatch and automated access control at some facilities.

4. So as to strengthen the safety and security of the Port of Oakland and the City of Oakland, this project will be a collaborative effort between the Port of Oakland and City of Oakland, including the Oakland Fire Department (OFD), Oakland Emergency Management Services Division (EMSD), Oakland Police Department (OPD) and Oakland's Department of Information Technology (DIT). The Emergency Management Services Division will be the lead agency in the City of Oakland for overall coordination and making sure to meet grant goals and guidelines. The Port of Oakland and the City of Oakland agreed to address risk mitigation and preparedness needs in the signed, attached Port of Oakland and City of Oakland Domain Awareness Response Coordination Work Group Memorandum of Agreement dated June 25-26 2009 (Exhibit F). The current grant proposals were offered to the Port via letter from the Marine Exchange to Port of Oakland on January 17, 2011 in the amount of \$1,392,557 for Port Security Grant Round Nine Award #2009-PU-T9-K032, and on January 19, 2011 in the amount of \$2,329,512 for Port Security Grant Round Ten Award #2010-PU-T0-K050. Those awards have been approved for amendment by the Port of Oakland and by FEMA such that \$2,000,000 of the grant award is re-programmed to support the DAC Phase 2 Implementation Project (See Exhibits A and G).

C. Roles and Responsibilities

1. City of Oakland

- a. **Oakland Fire Department, Emergency Management Services Division (EMSD)** will be the lead agency for the City for the project and coordinate this effort through planning, organizing, securing and managing resources. The EMSD Director or her designee, on behalf of the City, shall be the project manager. EMSD will forward fiscal and project updates to inform Oakland Fire Department (OFD) and Port Fiscal Staff for processing. EMSD will develop a more detailed scope of work after the Design Component of the Phase 2 DAC project is complete. As a co-party, City representatives from Oakland Police Department (OPD), Oakland Fire Department (OFD), Emergency Management Services Division (EMSD), and Department of Information Technology (DIT) will be involved in the review, provide feedback, and acceptance of major milestones associated with this project and will provide final acceptance of deliverable. In the future, EMSD will also develop the program management for the ongoing staffing and operation of the DAC, with the input and participation of the key stakeholders including the Port of Oakland, OPD, OFD, EMSD, and DIT. In consideration for the provision of services described in this MOU, the Port shall reimburse the City based on the terms and conditions of the MOU and the future Scope of Work. The City shall make every effort to invoice the Port on a monthly basis.
- b. **City of Oakland Fiscal Services:** The City shall assign staff to be responsible for including specific language for accepting PSG 9 and 10 funding, adding personnel, sending copies of cash draw downs and/or reimbursements to the Fiscal Management Accounting Division. City agrees to record all project costs, following generally

accepted accounting principles (GAAP). A separate account number or cost recording system must separate all project costs from the City's other or general expenditures. The City is required to maintain all adequate documentation for all project costs, which include, but are not limited to, request for proposals/qualifications, bids and price quotations for goods, materials, equipment or labor, proposal or qualifications for professional, technical or scientific services, vendor records, purchase orders, contracts, product/service specifications, documentation of fixed assets, invoices and payment applications for good, materials, equipment and labor procured or purchased, personnel documents pertaining to the grant funded hiring and separation and appropriate written approvals for financial and payroll transactions. City will forward invoices to the Port in a timely manner, usually the 15th of each month.

2. **Port of Oakland:** Port of Oakland shall submit the required reports to the Federal Government including Federal Financial Report (FFR, SF 425), quarterly report, semi-annual performance report and close-out report within the timeline set forth by the Grantor, and the Categorical Assistance Progress Report (CAPR) based on information relayed to it by EMSD, OFD and DIT. In consideration for the provision of services described in this MOU, the Port shall reimburse the City based on the terms and conditions of the MOU and the future Scope of Work. The Port will make every effort to issue reimbursement to the City within 15 calendar days of being reimbursed by FEMA, for allowable costs approved by FEMA. If items claimed are in question, only the amount in question is withheld until supporting documentations are provided. Both the Port and City should make every effort to resolve the amount in question within a reasonable and timely manner, not to exceed one month or such time as is otherwise mutually agreed upon by both parties.

- a. The invoice from the City to Port will be sent to:

Port of Oakland
Port Security
530 Water Street Oakland 94607
Attention to: Port Security Officer Mike O'Brien

- b. The payment from the Port to City shall be made payable to:

City of Oakland
Emergency Management Services Division
1605 Martin Luther King Way Oakland 94618
Attention to: EMSD Director Renee Domingo

3. **City Information Technology:** City will coordinate the vendor presentations, pre-bid conferences, the advertising, bidding and Requests for Proposals/Qualifications (RFP/Qs) processes, execution of purchases orders and contracts, inspect and accept work and products and approve invoices from a technical stand point and forward to EMSD for processing to the Port of Oakland. City will oversee the technical solution implementation for the DAC. In the RFP/Q process, City will develop a checklist with a matrix of what each vendor has to offer, work with the vendor to develop acceptance test plans, technical scope, delivery

milestones, and program timelines. During the implementation of the project, City will give regular monthly progress reports, if requested, to the Port.

4. **City Police Services:** City will participate in the DAC Steering Committee with Port to pursue funding from grants and other sources and to staff the DAC. Dependent on City's police staffing levels, the City will assign staff to the DAC if it determines in its sole discretion that such assignment would enhance the City's ability to deliver on its mission for crime prevention and risk mitigation for the Port of Oakland and the City of Oakland.
5. **Audit: Port and City Fiscal:** By the OMB Circular A-133 standard and Single Audit Act of 1996, when more than \$500,000 is spent, a grant will be subject to the "major grant" audit, which will include in the Single Audit. This is the so called "organization-wide financial and compliance audit report. "Generally, the Single Audit is finalized on February each year that is 8-9 months after the year-end closes. If the City expends \$500,000 or more of Federal funds derived from any federal source during its fiscal year, the sub-recipient must submit an organization-wide financial and compliance audit report. The terms and conditions of the PSGP FY2009 and FY2010 sub-grantee agreements between the San Francisco Marine Exchange, acting as Fiduciary Agent for the grant, and the Port of Oakland states: "For the purposes of meeting federal audit requirements, Sub-Grantee agrees to comply with requirements of OMB Circular A-133 for States, Local Governments and Non-Profits." City must comply with all requirements of OMB Circular A-133 and all other terms and conditions of the Grant.

D. Scope of Work: This current Phase 2 DAC implementation will build upon the capabilities established in Phase 1, integrating additional security and monitoring systems into the Physical Security Information Management (PSIM) platform, establishing mobile connectivity with emergency response units, expanding connectivity with other government agencies in the region, and further developing workflows to support enhanced domain awareness and improve response capability to the Maritime areas of the Port and the City of Oakland. The Phase 2 DAC implementation is funded by PSGP Round Nine Award #2009-PU-T9-K032 and PSGP Round Ten Award #2010-PU-T0-K050 and granted to the Fiduciary Agent for the SF Bay Region, the SFMX. The Program Grantee Sub-Granted the funding to the Port of Oakland. Exhibits A and H authorize the re-programming and further subgranting of up to \$2,000,000 of those PSG Round 9 and 10 funds from the Port of Oakland to the City of Oakland for the Phase 2 DAC project.

II. Applicable Rules/Regulations

- A. Applicability of Federal Regulations and Conditions:** The Sub-Grantee shall comply with all federal statutes, regulations and guidance applicable to administration of federal grants and cooperative Agreements including but not limited to 2 C.F.R. subtitle A, 44 C.F.R. Part 13 and Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State, Local and Indian Tribal Governments; A-122 Cost Principles for Non-Profit Organizations; A-102 Uniform Administrative Requirements for Grants and Agreements with State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and 48 C.F.R. Part 31 et. seq. Contract Cost Principles and Procedures. The Sub-Grantee shall assure that these conditions apply to all

recipients of assistance or funds – including as applicable all sub-contract vendors, consultants, contractors and suppliers. Copies of these OMB Circulars are available for download on the OMB website at www.whitehouse.gov/OMB/grants/index.html. All of the terms and conditions of Award Number 2009-PU-T9-K032 and 2010-PU-T0-K050 are incorporated herein by reference and are made applicable to all Sub-Grantees as well as any sub-contracts entered into by Sub-Grantee under this Agreement. (See Exhibits B and C Award letters including special conditions).

- B. Federal Standard Assurances and Additional Assurances and Certifications:** The Sub-Grantee agrees to be bound by and/or comply with the Federal Standard Assurances and Certifications, including SF 424 B (Assurances - Non-Construction Programs) and SF424 D (Assurances- Construction Projects), Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements; and Accounting System and Financial Capability Questionnaire. Written copies of these assurances must be signed in conjunction with and will form a part of this Agreement.
- C. Non-Supplanting Stipulation:** Except as provided for by federal law or regulation to satisfy funding or in kind match requirements, the Sub-Grantee shall not use grant funds to supplant state or local funds or other resources that would otherwise have been made available for this project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 60 days. If the vacancy is not filled within 60 days, the Sub-Grantee must stop charging the grant for the new position. Upon filling the vacancy, the Sub-Grantee may resume charging for the grant position and must supply the name of the replacement person to the Grantee.
- D. Environmental and Historic Preservation Requirements:** Sub-Grantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws, including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Sub-Grantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Sub-Grantee shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA including, but not limited to communications towers, physical security enhancements, new construction and modifications to buildings that are 50 years old or greater. Sub-Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the Sub-Grantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Sub-Grantee will immediately cease construction in that area and notify the Port and the appropriate State Historic Preservation Office.
- E. Audit:** The City agrees to comply with the requirements of OMB Circulars A-133 for States, Local Governments, and Non-Profits or Government Auditing Standards, 1994 Revision for Commercial/For-Profit Organizations as applicable. If the Sub-grantee expends \$500,000 or

more of Federal funds derived from any federal source during its fiscal year, the sub-recipient must submit an organization-wide financial and compliance audit report. In addition, the Sub-Grantee agrees to submit a copy of the project's annual audit (required) to the Port within 180 days of the end of fiscal year end The Port of Oakland in its capacity as Sub-Grantee reserves the right to request any and all information and documentation pertaining to project execution including the right to on-site inspection and verification of records and work performed.

- F. Report Requirements:** The City agrees to submit, at such times and in such form as may be prescribed, reports as the Port Agent may reasonably require, such as quarterly financial reports not later than the 15th day of January, April, July and October and the Semi-Annual progress reports by the 15th of January and July during each year this Agreement is effective, as well as final financial reports and evaluation reports. The Port will then submit the required reports including: the Financial Report (FFR, SF 425) and the Categorical Assistance Report (CAPR). These reporting dates will line up with the PSGP reporting requirements. The final progress report must be filed with the Port within thirty (30) days after project completion or the termination of the last year of the sub-sub-grant award, whichever occurs first. The Port must receive, verify, and approve the final progress report prior to the final cost report and invoice being paid. The Port and City agree to be bound by and/or comply with the PSG Round Nine and Ten Reporting Requirements: as outlined in the Grant Award Numbers 2009-PU-T9-K032 and 2010-PU-T0-K050 (Exhibits B and C).
- G. Assignability:** The City shall not assign any interest in this grant Agreement and shall not transfer any interest, whether by assignment of novation, without the prior written consent of the Port, except as specified herein.
- H. Continuation Funding:** City understands that the awarding of this grant in no way assures or implies continuation of funding beyond the project duration indicated in this grant award
- I. Third Party Participation:** No contract or Agreement may be entered into by the City for execution of project activities or provision of services to a grant project that is not incorporated in the approved application, as amended and approved by the Program Grantee. Any such arrangements shall provide that the City will retain ultimate control and responsibility for the project and that these conditions shall bind the contractor. In any case, where the City enters into a contract with third parties, and when such contracts are not contrary to law, the Port shall not be obligated or liable for any breach of contract or other action in law to any party other than the City as the original sub-Grantee.
- J. Waiver:** It is agreed that the failure of the Port to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any rights assigned to Port under this Agreement.
- K. Title to Property:** Effective control and accountability must be maintained for all personal property. City must adequately safeguard all such property and must assure that it is used solely for authorized grant purposes. Subject to the obligations and conditions set forth in OMB Circulars A-102 and A-110, title to Non-expendable property acquired in whole or in

part with grant funds shall be vested in the City upon termination of the grant. Non-Expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. City should exercise caution in the use, maintenance, protection, and preservation of such property during the period of project use.

- L. Mutual Indemnity and Hold Harmless:** City shall indemnify, defend and hold harmless the Port and its officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorney's fees) by reason of liability imposed upon the Port, arising out of or related to City's performance under this Agreement, whether caused by or contributed to by the Port or any other party indemnified herein, including but not limited to any misfeasance, malfeasance, negligent or intentional acts of City, its officers, agents, or employees, or its subcontractors or their officers, agents, and employees unless such loss is caused solely by the malfeasance, misfeasance, or negligence of the Port, its officers, directors, employees or agents.

Likewise, **the Port** shall indemnify, defend and hold harmless the City and its officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorney's fees) by reason of liability imposed upon the City, arising out of or related to the Port's performance under this Agreement, whether caused by or contributed to by the City or any other party indemnified herein, including but not limited to any misfeasance, malfeasance, negligent or intentional acts of the Port, its officers, agents, or employees, or its subcontractors or their officers, agents, and employees unless such loss is caused solely by the malfeasance, misfeasance, or negligence of the City, its officers, directors, employees or agents.

- M. Insurance:** During the term of this Agreement, City shall carry general liability, workers compensation, and automobile insurances, with minimum liability limits of \$1,000,000, and shall provide proof of such coverage upon signing of this agreement. Such proof of insurance shall be in the form of a standard Certificate of Insurance issued by an insurance broker, underwriter or company licensed to perform business in the state of California and in a form acceptable to the Port. Prior to performing any services under this Agreement and at such times thereafter as the Port may reasonably request, City shall provide the Port with current certificates of insurance for all coverage required by the terms of this Agreement, naming the Port as an additional insured. Notwithstanding any other provisions to the contrary, the City's insurance shall remain primary for the execution of all work covered by this Agreement. If City is self-insured with an established record of self-insurance, City may comply with the following in lieu of the insurance policies described in this insurance section M:

- (a) City shall provide to, the Port, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under this insurance section M.
- (b) If City ceases to self-insure to the level required hereunder, or if City are unable to provide continuing evidence of City's ability to self-insure, City agrees to immediately obtain the coverage required under this insurance section M.

- N. Confidentiality and Non-Disclosure:** The City agrees to furnish the Port of Oakland with certain information that may be considered confidential or sensitive relating to the grant award. The Port of Oakland agrees to review, examine, inspect or obtain such confidential and/or

sensitive information only for the purposes described herein, and to otherwise hold confidential and proprietary information or trade secrets in trust and confidence. Documents and records that may be described as "sensitive security information" under prevailing definitions will be managed and controlled under application of federal regulations and guidelines. The Port of Oakland agrees not to disclose any such confidential or sensitive information to any third party, except to legitimate agents of the U.S. Government or as required by state or federal disclosure laws or by judicial order.

III. Operational Procedures

A. Accounting Requirements: The City agrees to record all project costs, both federal and non-reimbursable, following generally accepted accounting principles (GAAP). A separate account number or cost recording system must separate all project costs from the City's other or general expenditures. Adequate documentation for all project costs must be maintained. Federal share documentation must clearly indicate that the funds expended were PSGP federal funds. The Port and the City will agree on the accounting format to be used.

B. Payment and Utilization of Funds and Reimbursement Timelines: Funds awarded are to be expended only for purposes and activities covered by the Investment Justification and Budget as attached hereto as Exhibit I) Project funds (both federal and matching share) may not be expended prior to the grant award start date. Project funds will be made available through a reimbursement procedure as provided by the Sub-Grantee's (Port's) Policies and Procedures, as per Exhibit A. No payment of funds shall be made to City during any period of time within which City is in default on filing any informational or financial reports required by the Port. However, if items claimed are in question, only the amount in question is withheld until supporting documentations are provided. All claims for reimbursement must be accompanied by copies of all supporting documentation (i.e., time sheets, proof of payment, travel vouchers, invoices, etc.). Claims for reimbursement should be submitted as incurred and will not be authorized if greater than 6 months in arrears, unless specifically approved by the Port. Payments will be adjusted to correct previous overpayment and disallowances or underpayments resulting from audit. **Port of Oakland and City of Oakland Reimbursement Timelines:** In consideration for the provision of services described in this MOU, PORT shall pay CITY based on the terms and conditions of the MOU and the Scope of Work. CITY shall make every effort to invoice PORT in a monthly basis on the 15th of each month. PORT will make every effort to submit reimbursement requests to FEMA and to issue reimbursement to CITY within 15 calendar days of FEMA reimbursement to the PORT. If items claimed are in question, only the amount in question is withheld until supporting documentations are provided.

C. Grant Adjustments: The City must obtain prior written approval from the Sub-Grantee for major projects changes. These include, but are not limited to: (a) changes of substance in project activities, designs, or research plans set forth in the approved application; (b) changes in the Project Director and/or key professional personnel identified in the approved application; (c) changes in the approved budget with the exception of those changes permitted in accordance with provisions cited later in this section, and (d) changes in the length of the grant period. Some project changes, such as purchase of equipment not included in the approved budget or changes or deviations which might alter the project scope or intent may also require prior approval of the FEMA. (d.) Both the Sub-Grantee and the City shall maintain budget notifications in the project file.

The City may deviate from quantities of equipment items in the approved budget as long as the total dollar amount of the equipment budgeted is not exceeded. City may not add to the specified equipment list without prior approval of FEMA unless the total dollar amount of the equipment budgeted is not exceeded. Sub-Sub-grantee may move funds within accounts as long as it is within compliance with the PSG Nine and Ten Award Acceptance letters and special conditions. To move from one account to another, the City must receive written approval from the Port. Accounts are specified in the budget: (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Consultants/Contracts/Construction and Other. See Exhibit I (DAC Budget Detail Worksheet) for detailed budget. A 10% change does not require permission from the Port, but does require notification. The total cost of the project may not exceed the total amount of the grant. The City of Oakland may move money within accounts without permission from the Port as long as the budget total is not exceeded, with the exception of the Management and Administration account, which is a fixed maximum amount based on total project cost as per the Guidance and Application Kit for the Fiscal Year 2009 and 2010 Port Security Grant Programs, dated November 2008 and December 2009 respectively.

D. Procurement Standards, Procedures and Reimbursement: The City shall adhere to and use the City of Oakland Policies and Procedures.

E. Monitoring: City agrees to allow the Sub-Grantee (Port of Oakland) reasonable access to the grant project for the purposes of monitoring programmatic and field construction progress, as well as the financial and business management aspects of the grant award to ensure that project objectives are met and funds are spent and accounted for properly. Access shall include inspection of financial and program reports, site visits, teleconferences and/or such other means necessary for the Port to carry out its monitoring obligations. A reasonable notification

IV. Termination of Grant

This Agreement will terminate upon completion of the project or on August 31, 2015.

- A. This grant may be terminated or fund payments suspended by the Port where there is a failure to comply with the terms and conditions of:
 - 1. The grant application form and attachments;
 - 2. The grant award contract;
 - 3. Any state or federal law to which compliance is required;
 - 4. An audit report which includes audit exceptions not answered to the satisfaction of the Port or FEMA.
- B. Upon such finding, the Port shall notify the City in writing to correct any deficiencies found. If said deficiencies are not corrected within thirty (30) calendar days, the Port will suspend or cancel the grant application after furnishing written notice to the City.
- C. This Agreement may be terminated by the City in the event there is a failure of the Port to perform any of its obligations under this Agreement.

- D. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, labor actions and/or any other cause beyond the reasonable control of the party whose performance is affected.

V. Conflict of Interest

Personnel and other officials connected with this grant shall adhere to the requirements given below:

- A. **Advice:** No individual, public official, or employee of a state or unit of local government or of nongovernmental grantees/City shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.
- B. **Appearance:** In the use of these grant funds, officials or employees of state or local units of government and nongovernmental /City shall avoid any action which might result in, or create the appearance of:
1. Using his or her official position for private gain;
 2. Giving preferential treatment to any person;
 3. Losing complete independence or impartiality;
 4. Making an official decision outside official channels; or
 5. Affecting adversely the confidence of the public in the integrity of the government or the program.

VI. Products/Income from Grants

- A. **Copyrights:** Except as otherwise provided in the terms and conditions of this Agreement, the City or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:
1. The copyright in any work developed under this grant or through a contract under this grant; and,
 2. Any rights of copyright to which a City or subcontractor purchases ownership of with grant support.

The Federal government's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights. Any

royalties received from copyrights and patents during the grant period may be retained by the City.

- B. Publications:** The City may publish, at its own expense, the results of grant activity without prior review by the Port provided that any publication (written, oral, or visual) contains an acknowledgement of Port Security Grant Program support (as noted below). The City agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the City describing programs or projects in whole or in part with Federal funds, shall contain the following statement: "This project was supported by FY 2009 and 2010 Port Security Grant Programs, awarded by the Federal Emergency Management Agency, U.S. Department of Homeland Security.
- C. Program Income:** All program income generated by this grant during the project period must be reported to the Port following the month earned and must be put back into the project to be used to reduce the federal participation in the program in accordance with OMB Circular A-110.

VII. General Provisions

A. Dispute Resolution:

1. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot first be settled through direct negotiation of the parties, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to binding arbitration. The mediation is to be conducted in the English language in the city of Oakland, California and the costs of mediation shall be equally borne by both parties.
2. Any dispute arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by mediation within 30 days from the first notice of such dispute shall be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction. The arbitration will be conducted in the English language in the City of Oakland, California, in accordance with the United States Arbitration Act. For disputes of \$75,000 or less, both parties shall agree on appointment of a single arbitrator. For disputes in excess of \$75,000 three arbitrators shall be appointed in accordance with such rules unless otherwise agreed between the parties. The arbitrator or each arbitrator so appointed shall be a licensed attorney. The award of the arbitrator or arbitrators shall be accompanied by a statement of the reasons upon which the award is based. All Fees, Costs and Expenses associated with arbitration shall be borne completely by the losing party Non-discrimination:
3. City acknowledges that it has received and reviewed a copy of the most current version of the Port of Oakland's Unlawful Harassment Policy and Procedures. The purpose of these procedures is to provide an effective and expedited system of resolving allegations of employment discrimination and prevention of unlawful harassment in the workplace.

The City shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation. City shall take affirmative action to ensure that applicants and employees are treated fairly. Such action shall include, but not be limited to the following: hiring, upgrading, recruitment, advertising, selection for training, including apprenticeship, demotion, transfer, compensation, lay-off or termination, or any other term or conditions of employment.

- B. Modification:** No modification, termination or attempted waiver of this Agreement or any provision hereof shall be valid unless in writing signed by both parties to this Agreement.
- C. Notices:** All notices, requests, demands and other communications required or permitted to be made under this Agreement shall be in writing and shall be given by personal delivery, by certified mail, return receipt requested, first class postage prepaid, or by nationally recognized overnight delivery service, in each case addressed to the party entitled to receive the same at the address specified below. Either party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice. Notice shall be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent by certified mail; and if sent by nationally recognized overnight delivery service, on the next business day following delivery to such delivery service.

If to the Sub-Grantee Port of Oakland:

Mike O'Brien
Port Facilities Security Officer
Port of Oakland
530 Water Street
Oakland, CA 94607
W (510) 627-1303
C (510) 719-8027
F (510) 835-1641

If to Sub-Recipient Sub-Grantee City of Oakland:

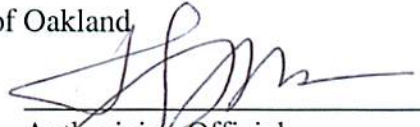
Renee Domingo
Director
Emergency Management Services Division, Oakland Fire Department
1605 Martin Luther King Way
Oakland, CA 94612
(510) 238-6353

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

FOR THE WITNESS:

Date:

Port of Oakland

BY: 

Authorizing Official
J. Christopher Lytle
Executive Director
Port of Oakland

11-6-13

Date

Date:

Approved as to form and legality this 8th day of
November, 2013.



DANNY WAN, Port Attorney

Port Resolution No.: 13-52
P.A.#: 2013-351

SUB-SUB-RECIPIENT

BY: Authorizing Official
Deanna Santana
City Administrator
City of Oakland

BY: Renee Domingo
Director
Emergency Management Services Division
Oakland Fire Department

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

FOR THE WITNESS:

Date:

Port of Oakland

BY: _____
Authorizing Official
J. Christopher Lytle
Executive Director
Port of Oakland

Date

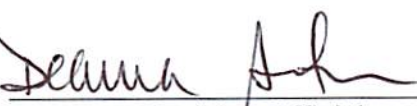
Date:

Approved as to form and legality this ____ day of _____, 2013.

DANNY WAN, Port Attorney

Port Resolution No.: _____
P.A.#:

SUB-SUB-RECIPIENT


BY: _____
Authorizing Official
Deanna Santana
City Administrator
City of Oakland

Approved as to Form and Legality:


Amadis Sotelo
City of Oakland, Deputy City Attorney

10-18-13
(Second time signing)

City of Oakland Resolution No. 84593

- Exhibit A:** Port Resolution No 13-52 and Agenda Report dated May 23, 2013 authorizing re-programming of PSGP funding for Phase 2 DAC
- Exhibit B:** SFMX Acceptance letter dated January 17, 2011 (Award Number 2009-PU-T9-K032)
- Exhibit C:** SFMX Acceptance letter dated January 19, 2011 (Award Number 2010-PU-T0-K050)
- Exhibit D:** Port of Oakland Resolution No. 11-57 authorizing the acceptance of PSGP Round 9 funding
- Exhibit E:** Port of Oakland Resolution No. 11-87 authorizing the acceptance of PSGP Round 10 funding
- Exhibit F:** Port of Oakland and City of Oakland Domain Awareness Response Coordination Work Group Memorandum of Agreement dated June 25-26 2009
- Exhibit G:** FEMA Approval of Reprogramming of PSGP 9 and 10 funding for DAC Phase 2 (TBD)
- Exhibit: H** City of Oakland Agenda Report dated June 27, 2013 authorizing the subgrant of funds from the Port of Oakland for DAC Phase 2
- Exhibit I:** Marine Exchange letter to Port of Oakland on January 19, 2011 offering a grant proposal in the amount of \$2,329,512 for Port Security Grant Round Ten Award #2010-PU-T0-K050.

Exhibit A

**Port Resolution No 13-52 and Agenda Report dated May 23, 2013
authorizing reprogramming of PSGP funding for Phase 2 DAC**

Exhibit A

**Port Resolution No 13-52 and Agenda Report dated May 23, 2013
authorizing reprogramming of PSGP funding for Phase 2 DAC**

**BOARD OF PORT COMMISSIONERS
CITY OF OAKLAND**

DU

RESOLUTION NO. 13-52

RESOLUTION AUTHORIZING 1) RE-PROGRAMMING OF UP TO \$2,000,000 OF DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") PORT SECURITY GRANT PROGRAM FUNDING, AND 2) THE EXECUTIVE DIRECTOR TO ENTER INTO A SUB-GRANTEE AGREEMENT WITH THE CITY OF OAKLAND TO IMPLEMENT PHASE 2 OF THE JOINT CITY-PORT DOMAIN AWARENESS CENTER.

WHEREAS, the Board of Port Commissioners ("Board") has reviewed and evaluated the Board Agenda Report Item No. 3.2, dated May 23, 2013, ("Agenda Report") and related agenda materials, has received the expert testimony of Port of Oakland ("Port") staff, and has provided opportunities for and taken public comment; now, therefore, be it

WHEREAS, on March 3, 2010, pursuant to Resolution No. 10-13, the Board authorized acceptance by the Port of \$2,900,000 in American Recovery and Investment Act Port Security Grant Funding ("ARRA") for construction of the Joint City-Port Domain Awareness Center ("DAC"), and authorized the Port to enter into a sub-grant of the Port Security Grant Funds ("PSG") with the City of Oakland ("City"); and

WHEREAS, the Port subsequently sub-granted the funding to the City of Oakland via a Sub-Grantee Award Agreement on March 1, 2012, for the purposes of joint City-Port management of final design and implementation of the DAC Project; now therefore be it

RESOLVED, that in acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report, and in related agenda materials and in testimony received; and be it

FURTHER RESOLVED, that the Board hereby authorizes and directs the Executive Director to re-program and extends up to \$2,000,000 from the current Grant Rounds, 9 and 10, to the Phase 2 Joint City-Port Domain Awareness Center Project, by reducing the scope of the Port of Oakland Transportation Worker Identification Credential Program ("TWIC") or, alternatively, if the FEMA does not approve the re-programming request, the Board authorizes and directs the Executive Director to re-program up to \$2,000,000 of PSG Round 12 funding to support the Phase 2 DAC implementation; and be it

FURTHER RESOLVED, that the Executive Director is authorized to negotiate and enter into a sub-grantee agreement with the City of Oakland that defines reimbursement terms, project responsibility, oversight and reporting requirements to implement the Phase 2 Joint City-Port Domain Awareness Center Project, however, that such sub-grantee agreement shall not be binding and enforceable against the Port unless and until approved in writing as to form and legality by the Port Attorney; and be it

FURTHER RESOLVED, that the Board finds that the activities described in the Agenda Report are categorically exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to Section 15051(b)(3) which states the CEQA applies only to activities that have a potential of causing a significant effect on the environment. It can be seen with certainty that there is no possibility that re-programming grant funding or authorizing the Executive Director to enter into grant agreements will result in a physical change to the environment; and be it

FURTHER RESOLVED, that this resolution is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Board. This resolution approves and authorizes the execution of an agreement in accordance with the terms of this resolution. Unless and until a separate written agreement is duly executed on behalf of the Board as authorized by this resolution, is signed and approved as to form and legality by the Port Attorney, and is delivered to other contracting party, there shall be no valid or effective agreement.

At the regular meeting held on May 23, 2013

Passed by the following vote:

**Ayes: Commissioners Butner, Hamlin, Head, Parker Uno, Yee and
President Gonzales - 7
Noes: 0**

BOARD MTG. DATE: 5/23/2013

AGENDA REPORT

TITLE: Authorization to 1) Re-Program Department of Homeland Security/Federal Emergency Management Agency Port Security Grant Program Funding, 2) Authorize the Executive Director to Take Actions Necessary to Enter into Sub-Grantee Agreement with City of Oakland to Implement Phase 2 Joint City-Port Domain Awareness Center

AMOUNT: \$2,000,000 (PSGP Grant Amount)

PARTIES INVOLVED:

Corporate Name/Principal	Location
Department of Homeland Security (DHS)	Washington, D.C.
Federal Emergency Management Agency (FEMA)	Washington, D.C.
San Francisco Bay Marine Exchange (SFMX)	San Francisco, CA
Science Applications International Corporation (SAIC)	Oakland, CA

TYPE OF ACTION: Resolution

SUBMITTED BY: Jean Banker, Director of Maritime (Acting)

APPROVED BY: Deborah Ale Flint, Executive Director (Acting)

SUMMARY

This report recommends that the Board pass a resolution approving the following actions:

1. Authorize the Executive Director to re-program Department of Homeland Security/Federal Emergency Management Agency Port Security Grant Program Funding to the Phase 2 Joint City-Port Domain Awareness Center Project
2. Authorize the Executive Director to take actions necessary to enter into a Sub-Grantee Agreement with the City of Oakland to implement Phase 2 Joint City-Port Domain Awareness Center Project

FACTUAL BACKGROUND

On September 23, 2009, the Port of Oakland was awarded \$2,900,000 in American Recovery and Reinvestment Act Port Security Grant Program (ARRA) funding for the Joint City/Port Domain Awareness Center (DAC) project by the Federal Emergency Management Agency's (FEMA) Grants Program Directorate. The Port of Oakland accepted that grant funding via Board Resolution No. 10-13 on March 3, 2010 and subsequently sub-granted the funding to the City of Oakland via Sub-Grantee Award Agreement on March 1st, 2012 for the purposes of joint City/Port management of final design and implementation of the DAC Project.

BOARD MTG. DATE: 5/23/2013

The performance period for the ARRA grant was from September 1, 2009 to August 31, 2012. On July 17, 2012, the Port requested an extension to the performance period (through June 30, 2014) in order to complete the project as detailed in the original project proposal. FEMA granted a project extension to June 30, 2013 and indicated no further extension requests under the ARRA program would be authorized. FEMA representatives recommended the option of re-programming federal funds that had previously been awarded for Port of Oakland security projects from other fiscal years and which have a performance period beyond June 30, 2013. That project funding could then be utilized for implementation of high priority projects beyond the original authorized performance period.

On October 14, 2012, the City of Oakland issued a Request for Proposals for the DAC project and a joint City-Port panel interviewed a short list of candidates, selecting SAIC as the security integrator for the project on December 21, 2012. The City of Oakland subsequently contracted with SAIC on March 13, 2013 for final design and implementation of the project.

The DAC will require SAIC to provide services through June 30, 2014 for SAIC to complete the final design and implementation of the project; the bulk of time required is for the complex IT system integration and configuration. SAIC will complete \$2.7M worth of DAC project work by June 30, 2013. Due to ARRA grant funds not being valid beyond June 2013, the City/Port have opted to utilize approximately \$1M of the ARRA funding to build a secure, state-of-the-art network to connect the DAC to City/Port that provides scalability for future growth. This network development is beyond the original scope of the DAC project but has been approved for funding/implementation by FEMA.

On March 6, 2013, the Port of Oakland requested authorization from the local Fiduciary Agent for the Port Security Grant Program - San Francisco Marine Exchange (SFMX) and FEMA to extend and reprogram up to \$2,000,000 of PSG funding from Rounds 9 and/or 10 funds to complete the implementation of the DAC project by June 30, 2014. Work performed between July 1, 2013 - June 30, 2014 will consist primarily of professional services to configure the network, hardware, software, and IT systems to be integrated, and made accessible to, the DAC. As of this date, FEMA has not made a determination on the Port's request for extension and reprogramming of funds.

ANALYSIS

The Joint City-Port Domain Awareness Center (DAC) project will be collocated with the City of Oakland Emergency Operations Center (EOC) and is being developed to enhance monitoring capability of critical Port facilities, utility infrastructure, City facilities and roadways. Information management and analytic software will be utilized to more efficiently screen and monitor Port/City data feeds and provide new, automated tools that streamline incident management.

The significance of the DAC is that it further fosters 24x7, multi-agency interoperability and coordination for prevention, response, and recovery efforts within the Port and City of Oakland. The proposed DAC technology solution and operations framework promotes information sharing and streamlined analysis among City participants (Oakland Police, Oakland Fire, Emergency Management Services Division) and other local and federal agency operations centers to more effectively monitor critical infrastructure and enhance public safety response

MAJOR PROJECTS Tab 3.2

BOARD MTG. DATE: 5/23/2013

posture. This also improves regional readiness and response capabilities through information collection and sharing while facilitating a regional Common Operating Picture.

Phase 1 of the DAC project implementation will be completed by June 30, 2013 and will include the completed system design, integration of certain technology systems into the Physical Security Information Management (PSIM) system, network enhancements, and enhancements to the City EOC building to facilitate effective command, control and communications capabilities of the DAC.

Phase 2 of the DAC project implementation will run from July 1, 2013 to June 30, 2014. This phase will include further security and monitoring system integration into the PSIM along with expanded development of standard operating procedures related to alert management, inter-agency communication and coordination, system configuration and alignment, and staff orientation and training. The system will also be overseen and maintained by the consultant for one year through June 2015.

Grant Funds Re-programming. Phase 1, plus the additional Port/City IT network improvements will be completed and funded by the ARRA grant by June 30, 2013 for \$2.7M. Staff has requested to re-program and extend up to \$2,000,000 of PSG Rounds 9 and 10 funds to complete Phase 2 of the DAC project by June 30, 2014. If the PSG Rounds 9 and 10 reprogramming request is not approved, the contingency is to reprogram up to \$2,000,000 of PSG Round 12 funding to support the Phase 2 DAC implementation. That action would delay the implementation of the Fiber Optic Network Improvements which is a lower priority project than the Phase 2 DAC implementation. The PSG Round 12 funding has an authorized performance period through June 30, 2014 which would support the Phase 2 DAC implementation timeline.

DAC Sub-grantee Agreement.

A draft sub-grantee agreement has been developed to detail the same parameters as the previous agreement, but specific to the re-programmed funding source and requirements outlined in the PSGP guidance. The agreement specifies the terms and conditions of reimbursement of expenditures related to and approved for the DAC project in addition to defining project responsibilities, oversight and reporting requirements for the PSG program. The draft agreement is proposed for a period from July 1, 2013 to June 30, 2015.

O&M Agreement between City and Port for DAC Sustainment. A Memorandum of Agreement is being drafted by Port of Oakland and City of Oakland staff that will detail the sustained operations and maintenance support of the DAC. This agreement will detail the responsibilities of all involved participants in the DAC, information sharing protocol between agencies, staffing support and administration of the DAC, and maintenance of the integrated systems. The agreement will also account for availability of grant funds or other financial support in relation to the scaled capability that will be realized based on that level of support. The target date for that O&M Agreement is December 15, 2013.

Strategic Plan Allignment

STRATEGIC PRIORITY AREAS	GOAL	OBJECTIVE	HOW THESE PROJECTS IMPLEMENT
Sustainable Economic and Business	Goal A: Create Sustainable Economic Growth for the Port and	2. Affirm Port identity as a public enterprise	The Port is in a unique position, as both a public agency and as the landlord for the Maritime Area, to be the focal point for the collection.

DAC Phase 2 Agenda Report final.doc

MAJOR PROJECTS Tab 3.2

BOARD MTG. DATE: 5/23/2013

Development	Beyond		consolidation, and management of information and data related to critical maritime infrastructure. The DAC project will provide enhanced tools for the City and Port to more efficiently, effectively, and reliably serve its security/emergency response role.
Communications and Information	Goal IC Promote a Proactive and Responsive Communications Model	1. Develop a strategic and comprehensive communications plan which reaches out to a wide range of internal and external stakeholders and incorporates state-of-the-art practices and technology	This project will significantly improve the communication and working relationships between participating agencies, first responders, and the private owners of critical infrastructure in our region.
Stewardship and Accountability	Goal F: Aggressively Obtain Maximum Amount of External Grant and Government Funding and Regulatory Relief	1. Seek out and pursue all promising and prospective grants and external funding resources	This Security Project is 100% grant funded with the exception of Port staff and overhead costs.

BUDGET & FINANCIAL IMPACT

The Port is able to re-program grant funds from PSG Round 9 and 10 to the Phase 2 DAC project by reducing the scope of the Port of Oakland – Transportation Worker Identification Credential Project. This project is also being implemented in phases. Phase 1, system design and basic infrastructure improvements will be completed by June 30, 2013. Based on current draft of future regulations, lesser measures are required than originally anticipated for compliance resulting in reduced overall project cost of approximately \$2,000,000.

The proposed sub-grantee agreement between the Port of Oakland and City of Oakland will establish the mechanism and conditions to pass PSG grant funding through the Port to the City of Oakland for the accomplishment of Phase 2 of the DAC project.

STAFFING IMPACT

It is anticipated that the DAC Phase 2 project will require oversight and collaboration with Port's Maritime Security program staff along with some consultation and coordination with Port IT staff.

SUSTAINABILITY

This project will enable protection of critical port assets and improves multi-agency response capability for incidents occurring in the city and the port which will support public safety.

ENVIRONMENTAL

The proposals to: (i) re-program Department of Homeland Security/Federal Emergency Management Agency Port Security Grant Program Funding to the Phase 2 Joint City-Port Domain Awareness Center Project, and (ii) authorize the Executive Director to enter into a sub-grantee agreement with the City of Oakland to implement the Phase 2 Joint City-Port Domain Awareness Center Project were reviewed in accordance with the requirements of the California Environmental Quality Act (CEQA), and the Port CEQA Guidelines.

The general rule in Section 15061(b)(3) of the CEQA Guidelines states that CEQA applies only to activities that have a potential for causing a significant effect on the environment. It

MAJOR PROJECTS Tab 3.2

BOARD MTG. DATE: 5/23/2013

can be seen with certainty that there is no possibility that either reprogramming grant funding or authorizing the Executive Director to enter into grant agreements will result in a physical change in the environment, and therefore this action is exempt from CEQA. In addition, accepting grant funds is not a project pursuant to Section 15378(b)(4) of the CEQA Guidelines.

The City-Port Domain Awareness Center Project is described and reviewed for environmental impacts in the Initial Study/Negative Declaration (IS/ND) for the Maritime Utilities Upgrade Project, adopted by the Board on May 18, 2010. Although the project work is primarily comprised of computer system and network upgrades, all contractors will need to adhere to best management practices identified in the IS/ND. A link to the adopted Maritime Utilities Upgrade Project IS/ND is available at http://portofoakland.com/pdf/MUUP_03-25-2010.pdf.

Therefore, no further environmental review or documentation is necessary in order for the Board to take the actions recommended in this Agenda Report.

MARITIME AND AVIATION PROJECT LABOR AGREEMENT (MAPLA)

The actions to authorize the Executive Director to re-program Port Security Grant Program Funding and to enter into a Sub-Grantee Agreement with the City of Oakland are not within the scope of the Port of Oakland Maritime and Aviation Project Labor Agreement (MAPLA), and the provisions of the MAPLA do not apply.

OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

Authorizing the Executive Director to re-program funds and to take actions necessary to enter into a sub-Grantee Agreement are not subject to the Port's Owner Controlled Insurance Program (OCIP). However, the Port's Owner Controlled Insurance Program (OCIP) does apply to the construction work and the Port's Professional Liability Insurance Program (PLIP) applies to the consulting services related to implementing the project.

GENERAL PLAN

Pursuant to Section 727 of the City of Oakland Charter, the actions described in this Agenda Report have been determined to conform to the policies for the transportation designation of the Oakland General Plan.

LIVING WAGE

Living wage requirements, in accordance with the Port's Rules and Regulations for the Implementation and Enforcement of the Port of Oakland Living Wage Requirements (the "Living Wage Regulations"), do not apply because Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and San Francisco Bay Marine Exchange (SFMX) are government agencies. However, living wage requirements will apply, if the service provider, Science Applications International Corporation (SAIC) employs 21 or more employees working on Port-related work, and the contract value is greater than \$50,000.

BOARD MTG. DATE: 5/23/2013

OPTIONS

Option A

- 1) Authorize the Executive Director to re-program up to \$2,000,000 in Department of Homeland Security/Federal Emergency Management Agency Port Security Grant Program Funding to the Phase 2 Joint City-Port Domain Awareness Center Project and
- 2) Authorize the Executive Director to take actions necessary to enter into a Sub-Grantee Agreement with the City of Oakland to implement Phase 2 Joint City-Port Domain Awareness Center Project.

Option B

- 1) Do not authorize the Executive Director to reprogram PSGP funding nor enter into a sub-grantee agreement with the City of Oakland for the implementation of the Phase 2 Joint City-Port Domain Awareness Center Project

The impact of this option will be that progress and implementation of the Joint Domain Awareness Center project will stop and the full and associated regional security benefits from the DAC will not be realized.

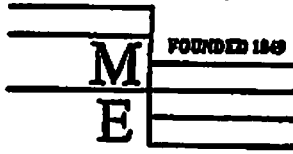
RECOMMENDATION

It is recommended that the Board pass a resolution authorizing the following actions:

- 1) Authorize the Executive Director to re-program up to \$2,000,000 in Department of Homeland Security/Federal Emergency Management Agency Port Security Grant Program Funding to the Phase 2 Joint City-Port Domain Awareness Center Project and
- 2) Authorize the Executive Director to take actions necessary to enter into a Sub-Grantee Agreement with the City of Oakland to implement Phase 2 Joint City-Port Domain Awareness Center Project

Exhibit B

**SFMX Acceptance letter dated January 17, 2011
(Award Number 2009-PU-T9-K032)**



MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION
505 Beach Street, Suite 300 phone: (415) 441-6800 website: www.sfmex.org
San Francisco, CA 94133-1131 fax: (415) 441-1025 email: info@sfmex.org

January 17, 2010

Mr. Mike O'Brien
Port of Oakland
530 Water Street
Oakland CA 94607

RE: PSGP FY 2009 – Grant Award #2009-PU-T9-K032
SF Bay Region IJ Project #1 – Port of Oakland – Port-Wide Security System Resiliency
Improvement
(Federal Match Value: \$1,392,557.00 USD)

Dear Mike:

I am pleased to inform you that your project submitted under the FEMA Port Security Grant Program, FY 2009 has received final approval and may begin immediately.

Enclosed please find two copies of the Sub-Grantee Agreement between the Marine Exchange of the San Francisco Bay Region acting as Fiduciary Agent and your organization. Please sign both documents and return one of the original documents to the Marine Exchange of the San Francisco Bay Region, 505 Beach Street, Suite 300, San Francisco, CA 94133. The Sub-Grantee agreement must be signed and returned to the Marine Exchange of the San Francisco Bay Region before any payments can be authorized.

All projects must be completed and the grant closed out by September 30, 2014. This date is inflexible. If you have any concerns about your ability to execute the required Sub-Grantee Agreement or to complete your project before the final termination date, please contact me immediately.

Again, congratulations. If you have any questions or concerns, please contact me via email at grants@sfmex.org or by phone at 415.254.2213.

I look forward to working with you.

Sincerely,

Captain Lynn Korwatch
Executive Director
Marine Exchange of the San Francisco Bay Region

SUB-GRANTEE AGREEMENT

Between

**THE MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION (SFMX) as
PORT SECURITY GRANT PROGRAM (PSGP) FIDUCIARY AGENT (FA) and
DIRECT GRANTEE (DG)**

And

PORT OF OAKLAND

As SUB-GRANTEE (SG)

This SUB-GRANTEE AGREEMENT is made and entered into by and between the Marine Exchange of the San Francisco Bay Region (SFMX) and Port of Oakland (Sub-Grantee organization).

WHEREAS, the SFMX has been appointed by the Federal Emergency Management Agency (FEMA) on behalf of the Department of Homeland Security (DHS), to act as the Fiduciary Agent for the administration and management of the Port Security Grant Program for FY2007Sup, 2008, 2009 and 2010, and

WHEREAS appointment as FA requires the SFMX to validate and monitor the progress and compliance of projects funded by FEMA under the Port Security Grants Program. The FA is to submit supporting documentation to FEMA for execution and completion of said projects, and

WHEREAS, the Sub- Grantee will be planning, developing and executing their Project as defined by their Investment Justification (IJ) package as described in Attachment "A" of this Agreement. The IJ's have been submitted to the FA; validated by USCG Sector San Francisco and approved by FEMA for a sub-grant which is not to exceed USD \$1,392,557.00; and

WHEREAS, the SFMX as FA, will act as the direct representative for FEMA in managing disbursement of grant funds expended by Sub-Grantee in implementing their Project(s): and

WHEREAS, the purpose of this Agreement is to define the relationship between the FA and Sub-Grantee with respect to Sub-Grantee's activities implementing the Project and the FA administering and managing reimbursement of expenditures for same;

ACCORDINGLY, the parties agree as follows:

- 1. Sub-Grantee agrees to implement this project within sixty (60) days following the effective date of the grant award or this Agreement may be subject to cancellation. Notice of grant award may be by electronic or other written means at the discretion of the Fiduciary Agent. Evidence of project implementation is to be reported within the first sixty (60) days, and may include, but is not limited to, schedule of values or project time line, notices to governing boards or agencies of project award, advice memorandum, written and/or electronic project communications, development and issue of solicitation announcements, contracting documents, and purchase orders or similar documents acceptable to the Fiduciary Agent as evidence of compliance.**
- 2. Sub-Grantee shall comply with all federal statutes, regulations and guidance applicable to administration of the Port Security Grant Program including but not limited to**
 - 2 C.F.R. subtitle A**
 - 44 C.F.R. Part 13**
 - Office of Management and Budget (OMB) Circulars, as applicable**
 - A-21 Cost Principles for Educational Institutions**
 - A-87 Cost Principles for State, Local and Indian Tribal Governments**
 - A-122 Cost Principles for Non-Profit Organizations**
 - A-102 Uniform Administrative Requirements for Grants and Agreements with State and Local Governments**
 - A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**
 - 48 C.F.R. Part 31 et. seq. Contract Cost Principles and Procedures.****Sub-Grantee shall assure that these conditions apply to all recipients of funds.**
- 3. Sub-Grantee shall be additionally guided and governed by, and will strictly adhere to, all the requirements set forth in – "SFMX PSGP Purchasing and Procurement Policies and Procedures" unless Sub-Grantee can demonstrate that federal procurement guidelines are satisfied by an existing internal document.**
- 4. Upon receiving the invoices, the FA shall be authorized to review Sub-Grantee's request for reimbursement. The FA will also be authorized to request additional information or clarification from Sub-Grantee. Such a response shall not be unreasonably withheld by Sub-Grantee, but in no case shall the FA be compelled to pay said invoices until the requested clarifications are made or additional information is received, accepted and approved by the FA.**
- 5. For the purposes of meeting federal audit requirements, Sub-Grantee agrees to comply with requirements of OMB Circular A-133 for States, Local Governments and Non-Profits.**

6. Sub-Grantee agrees to submit, at such times and in such form as the FA may request, activity reports on the Sub-Award and the Project. Sub-Grantee shall submit quarterly operational summaries and financial reports no later than the 15th day of January, April, July and October; and the Semi-Annual Progress Reports by the 15th of January and July during each year this Agreement. The final progress report must be filed with the FA within thirty (30) days after the termination of the last year of the Federal Award. The FA must receive the final progress report prior to the final cost report being paid.
7. No contract or agreement may be entered into by Sub-Grantee for execution of Project activities or provision of services to the Project that are not incorporated in the approved application other than purchase of supplies or standard commercial or maintenance services. All contracts and agreements shall provide that Sub-Grantee shall retain ultimate control and responsibility for the proper execution of the Project and that these Contract conditions as detailed herein will also fully apply and bind the contractor, consultant or vendor. In any case, where Sub-Grantee enters into a contract with third parties, the SFMX is not a party to such a contract and shall not be obligated or liable for any breach of contract or other action in law to any party other than the original Sub-Grantee under the specific terms of this Agreement.
8. Upon approval of acceptable invoices for services, equipment and work validated and performed, the FA agrees to reimburse Sub-Grantee for actual expenditures made related to the Project, which in no case may exceed the federal funds amount awarded to Sub-Grantee at the time of approval of Sub-Grantee's IJ by FEMA as provided for in Attachment "A".
9. In entering into this Agreement, it is implicitly agreed between both signatories that the FA is not under any obligation to reimburse the Sub-Recipient for any amounts not received by the FA from FEMA, for what so ever reason.
10. Sub-Grantee shall indemnify, defend and hold harmless the FA and its officers, directors, employees and agents, from and against all liability, loss, cost or expense (including attorney's fees) by reason of liability imposed upon the FA, arising out of or related to Sub-Grantee's performance under this Agreement, whether caused by or contributed to by the FA or any other party indemnified herein, including but not limited to any malfeasance, negligent or intentional acts of Sub-Grantee, its officers, agents or employees or its subcontractors or their agents and employees, unless such a loss is caused solely by the malfeasance or negligence of the FA, its officers, directors, employees or agents.
11. It is understood by both signatories to this Agreement, that this Agreement shall remain in effect in accordance with the terms and conditions of the Grant Award, but in no event longer than the statutory provision of 5 years or less as may be determined by the grant performance period following the execution by both parties.

12. All notices, requests, demands and other communications required or permitted to be made under this Agreement shall be in writing and shall be given by personal delivery, by certified mail, return receipt requested, first class postage prepaid, or by nationally recognized overnight delivery service, in each case addressed to the signed party below at the address specified. Either party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section. Notice shall be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent by certified mail; and if sent by nationally recognized overnight delivery service, on the next business day.

If to the Marine Exchange:

Marine Exchange of the San Francisco Bay Region
Captain Lynn Korwatch, Executive Director
505 Beach Street, Suite 300
San Francisco, CA 94133-1131

If to Sub-Grantee:

Port of Oakland
530 Water Street
Oakland CA 94607

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below their signatures.

The Marine Exchange of the
San Francisco Bay Region

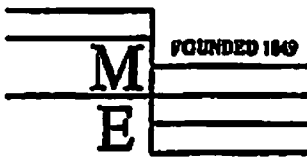
By: Lynn Korwatch By: Mike Brea

Dated: 1-17-2011

Dated: 7/28/2011

Exhibit C

**SFMX Acceptance letter dated January 19, 2011
(Award Number 2010-PU-T0-K050)**



MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION
505 Beach Street, Suite 300 phone: (415) 441-8800 website: www.sfmex.org
San Francisco, CA 94133-1131 fax: (415) 441-1026 email: info@sfmx.org

January 19, 2011

Mr. Mike O'Brien
Port of Oakland
530 Water Street
Oakland CA 94607

RE: PSGP FY 2010 – Grant Award #2010-PU-T0-K050
SF Bay Region II Project #3 – Port of Oakland – Surveillance and Monitoring System
(Federal Match Value: \$2,329,512.00 USD)

Dear Mike:

I am pleased to inform you that your project submitted under the FEMA Port Security Grant Program, FY 2010 has received final approval and may begin immediately.

Enclosed please find two copies of the Sub-Grantee Agreement between the Marine Exchange of the San Francisco Bay Region acting as Fiduciary Agent and your organization. Please sign both documents and return one of the original documents to the Marine Exchange of the San Francisco Bay Region, 505 Beach Street, Suite 300, San Francisco, CA 94133. The Sub-Grantee agreement must be signed and returned to the Marine Exchange of the San Francisco Bay Region before any payments can be authorized.

All projects must be completed and the grant closed out by September 30, 2015. This date is inflexible. If you have any concerns about your ability to execute the required Sub-Grantee Agreement or to complete your project before the final termination date, please contact me immediately.

Again, congratulations. If you have any questions or concerns, please contact me via email at grants@sfmx.org or by phone at 415.254.2213.

I look forward to working with you.

Sincerely,

Captain Lynn Korwatch
Executive Director

Marine Exchange of the San Francisco Bay Region

SUB-GRANTEE AGREEMENT

Between

**THE MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION (SFMX) as
PORT SECURITY GRANT PROGRAM (PSGP) FIDUCIARY AGENT (FA) and
DIRECT GRANTEE (DG)**

And

PORT OF OAKLAND

As SUB-GRANTEE (SG)

This SUB-GRANTEE AGREEMENT is made and entered into by and between the Marine Exchange of the San Francisco Bay Region (SFMX) and Port of Oakland (Sub-Grantee organization).

WHEREAS, the SFMX has been appointed by the Federal Emergency Management Agency (FEMA) on behalf of the Department of Homeland Security (DHS), to act as the Fiduciary Agent for the administration and management of the Port Security Grant Program for FY2007Sup, 2008, 2009 and 2010, and

WHEREAS appointment as FA requires the SFMX to validate and monitor the progress and compliance of projects funded by FEMA under the Port Security Grants Program. The FA is to submit supporting documentation to FEMA for execution and completion of said projects, and

WHEREAS, the Sub-Grantee will be planning, developing and executing their Project as defined by their Investment Justification (IJ) package as described in Attachment "A" of this Agreement. The IJ's have been submitted to the FA; validated by USCG Sector San Francisco and approved by FEMA for a sub-grant which is not to exceed USD \$2,329,512.00; and

WHEREAS, the SFMX as FA, will act as the direct representative for FEMA in managing disbursement of grant funds expended by Sub-Grantee in implementing their Project(s); and

WHEREAS, the purpose of this Agreement is to define the relationship between the FA and Sub-Grantee with respect to Sub-Grantee's activities implementing the Project and the FA administering and managing reimbursement of expenditures for same;

ACCORDINGLY, the parties agree as follows:

- 1. Sub-Grantee agrees to implement this project within sixty (60) days following the effective date of the grant award or this Agreement may be subject to cancellation. Notice of grant award may be by electronic or other written means at the discretion of the Fiduciary Agent. Evidence of project implementation is to be reported within the first sixty (60) days, and may include, but is not limited to, schedule of values or project time line, notices to governing boards or agencies of project award, advice memorandum, written and/or electronic project communications, development and issue of solicitation announcements, contracting documents, and purchase orders or similar documents acceptable to the Fiduciary Agent as evidence of compliance.**
- 2. Sub-Grantee shall comply with all federal statutes, regulations and guidance applicable to administration of the Port Security Grant Program including but not limited to**
 - 2 C.F.R. subtitle A**
 - 44 C.F.R. Part 13**
 - Office of Management and Budget (OMB) Circulars, as applicable**
 - A-21 Cost Principles for Educational Institutions**
 - A-87 Cost Principles for State, Local and Indian Tribal Governments**
 - A-122 Cost Principles for Non-Profit Organizations**
 - A-102 Uniform Administrative Requirements for Grants and Agreements with State and Local Governments**
 - A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**
 - 48 C.F.R. Part 31 et. seq. Contract Cost Principles and Procedures.****Sub-Grantee shall assure that these conditions apply to all recipients of funds.**
- 3. Sub-Grantee shall be additionally guided and governed by, and will strictly adhere to, all the requirements set forth in – "SFMX PSGP Purchasing and Procurement Policies and Procedures" unless Sub-Grantee can demonstrate that federal procurement guidelines are satisfied by an existing internal document.**
- 4. Upon receiving the invoices, the FA shall be authorized to review Sub-Grantee's request for reimbursement. The FA will also be authorized to request additional information or clarification from Sub-Grantee. Such a response shall not be unreasonably withheld by Sub-Grantee, but in no case shall the FA be compelled to pay said invoices until the requested clarifications are made or additional information is received, accepted and approved by the FA.**
- 5. For the purposes of meeting federal audit requirements, Sub-Grantee agrees to comply with requirements of OMB Circular A-133 for States, Local Governments and Non-Profits.**

6. Sub-Grantee agrees to submit, at such times and in such form as the FA may request, activity reports on the Sub-Award and the Project. Sub-Grantee shall submit quarterly operational summaries and financial reports no later than the 15th day of January, April, July and October; and the Semi-Annual Progress Reports by the 15th of January and July during each year this Agreement. The final progress report must be filed with the FA within thirty (30) days after the termination of the last year of the Federal Award. The FA must receive the final progress report prior to the final cost report being paid.
7. No contract or agreement may be entered into by Sub-Grantee for execution of Project activities or provision of services to the Project that are not incorporated in the approved application other than purchase of supplies or standard commercial or maintenance services. All contracts and agreements shall provide that Sub-Grantee shall retain ultimate control and responsibility for the proper execution of the Project and that these Contract conditions as detailed herein will also fully apply and bind the contractor, consultant or vendor. In any case, where Sub-Grantee enters into a contract with third parties, the SFMX is not a party to such a contract and shall not be obligated or liable for any breach of contract or other action in law to any party other than the original Sub-Grantee under the specific terms of this Agreement.
8. Upon approval of acceptable invoices for services, equipment and work validated and performed, the FA agrees to reimburse Sub-Grantee for actual expenditures made related to the Project, which in no case may exceed the federal funds amount awarded to Sub-Grantee at the time of approval of Sub-Grantee's IJ by FEMA as provided for in Attachment "A".
9. In entering into this Agreement, it is implicitly agreed between both signatories that the FA is not under any obligation to reimburse the Sub-Recipient for any amounts not received by the FA from FEMA, for what so ever reason.
10. Sub-Grantee shall indemnify, defend and hold harmless the FA and its officers, directors, employees and agents, from and against all liability, loss, cost or expense (including attorney's fees) by reason of liability imposed upon the FA, arising out of or related to Sub-Grantee's performance under this Agreement, whether caused by or contributed to by the FA or any other party indemnified herein, including but not limited to any malfeasance, negligent or intentional acts of Sub-Grantee, its officers, agents or employees or its subcontractors or their agents and employees, unless such a loss is caused solely by the malfeasance or negligence of the FA, its officers, directors, employees or agents.
11. It is understood by both signatories to this Agreement, that this Agreement shall remain in effect in accordance with the terms and conditions of the Grant Award, but in no event longer than the statutory provision of 5 years or less as may be determined by the grant performance period following the execution by both parties.

12. All notices, requests, demands and other communications required or permitted to be made under this Agreement shall be in writing and shall be given by personal delivery, by certified mail, return receipt requested, first class postage prepaid, or by nationally recognized overnight delivery service, in each case addressed to the signed party below at the address specified. Either party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section. Notice shall be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent by certified mail; and if sent by nationally recognized overnight delivery service, on the next business day.

If to the Marine Exchange:

Marine Exchange of the San Francisco Bay Region
Captain Lynn Korwatch, Executive Director
505 Beach Street, Suite 300
San Francisco, CA 94133-1131

If to Sub-Grantee:

Port of Oakland
530 Water Street
Oakland CA 94607

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below their signatures.

The Marine Exchange of the
San Francisco Bay Region

By: Lynn Korwatch / By: Mike G. Bue

Dated: 1-19-2011

Dated: 7/27/2011

Exhibit D

**Port of Oakland Resolution No. 11-57 authorizing
the acceptance of PSGP Round 9 funding**

**BOARD OF PORT COMMISSIONERS
CITY OF OAKLAND**

RESOLUTION NO. 11-67

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ACCEPT FEDERAL DEPARTMENT OF HOMELAND SECURITY GRANTS FOR PORT-WIDE SECURITY SYSTEM RESILIENCY IMPROVEMENTS FOR IT NETWORK; AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A SUBGRANTER AGREEMENT WITH MARINE EXCHANGE OF THE SAN FRANCISCO BAY AREA; AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO PROFESSIONAL SERVICES AGREEMENTS BASED ON A FORMAL COMPETITIVE PROCESS; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE APPROVED SECURITY PROJECT.

WHEREAS the Board of Port Commissioners ("Board") has reviewed and evaluated agenda materials, has received the expert testimony of Port staff, and has provided opportunities for and taken public comment; now, therefore be it

RESOLVED that in acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in Agenda Report Tab No. 6.1 ("Agenda Report"), dated May 19, 2011, and in related agenda materials and in testimony received; and be it

FURTHER RESOLVED that the Board hereby authorizes and directs the Executive Director to accept federal port security grant funds from the Department of Homeland Security/Office of Grants and Training FY 2009 Infrastructure Protection Plan, on behalf of said Board, and to execute and submit all documents which may be necessary or convenient to complete said application(s), in accordance with the Agenda Report, and the Secretary of the Board is hereby authorized and directed to attest to the execution of such grant application(s), if

deemed necessary, when said Grant Offers are released, up to the amount of \$1,856,742, provided, however, that such grant agreements shall not be binding or enforceable against the Port unless and until approved in writing as to form and legality by the Port Attorney; and be it

FURTHER RESOLVED that the Board hereby authorizes the Executive Director to enter into a subgrantee agreement with Marine Exchange of the San Francisco Bay Region which is serving as the Fiduciary Agent for the federal grant program, provided, however, that such subgrantee agreement shall not be binding and enforceable against the Port unless and until approved in writing as to form and legality by the Port Attorney; and be it

FURTHER RESOLVED that the Board hereby authorizes that the federally-funded port security projects be included in the FY 2011-2012 and FY 2012-2013 Capital Budgets, in a total aggregate amount not to exceed \$1,856,752, as more fully outlined in the Agenda Report; and be it

FURTHER RESOLVED that based upon the information contained the Agenda Report, the Board hereby finds and determines that the proposed agreement(s) to perform Port-wide security system resiliency improvements for the IT network will constitute an agreement(s) for obtaining professional, technical and specialized services that are temporary in nature; and be it

FURTHER RESOLVED that the Board hereby approves and authorizes the Executive Director to execute for and on behalf of the Board of an agreement(s) with a consultant(s) selected from a formal competitive bidding process to perform such services, upon terms and conditions consistent with the Agenda Report and providing that the selected Consultant(s) shall be compensated for such services, including costs of miscellaneous reimbursable expenses; at a maximum compensation that shall not exceed a total aggregate amount of \$200,000.00 for FY 2011-2012; and be it

FURTHER RESOLVED that this resolution is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Board. This resolution approves and authorizes the execution of an agreement

in accordance with the terms of this resolution. Unless and until a separate written agreement is duly executed on behalf of the Board as authorized by this resolution, is signed and approved as to form and legality by the Port Attorney, and is delivered to other contracting party, there shall be no valid or effective agreement.

At the special meeting held on May 26, 2011

Passed by the following vote:

Ayes: Commissioners Calloway, Gordon, Uno, Yee
and President Head - 5

Excused: Commissioners Gonzales and Lighty - 2

Noes: 0

REMAINING ACTION ITEMS Tab 6.1

BOARD MTG. DATE: 5/19/2011

AGENDA REPORT

TITLE: Authorization to Accept Federal Department of Homeland Security Grants for Port-Wide Security System Resiliency Improvements for the IT Network and to Authorize the Executive Director to Take All Actions Necessary to Implement the Approved Security Project

AMOUNT: Not-to-Exceed \$1,856,742 (Security Grant Funding 75% and Port Funding of 25%)

PARTIES INVOLVED:

Corporate Name/Principal	Location
Department of Homeland Security	Washington, D. C.
Marine Exchange of the San Francisco Bay Region	San Francisco, CA

TYPE OF ACTION: Resolution

SUBMITTED BY: Chris Chan, Acting Director of Engineering
James Kwon, Director of Maritime

APPROVED BY: Omar R. Benjamin, Executive Director

SUMMARY

With this action, Port staff is seeking the Board's approval for the following three actions in relation to the Port-Wide Security System Resiliency Improvements for the IT Network:

1. Accept federal port security grant funds from the Department of Homeland Security/Office of Grants and Training FY 2009 Infrastructure Protection Plan;
2. Authorize the Executive Director or his designee to enter into a Subgrantee Agreement with the Marine Exchange of the San Francisco Bay Region which is serving as the Fiduciary Agent for the federal grant program;
3. Approve and authorize the Executive Director to enter into professional services agreements with consultants selected from a formal competitive bidding process to perform the Port-wide security system resiliency improvements for the IT network.

DMS#234081 v2

REMAINING ACTION ITEMS Tab 6.1

BOARD MTG. DATE: 5/19/2011

Upon execution of the contract, staff will submit an informational report to the Board detailing the results of the consultant selection process.

FACTUAL BACKGROUND

The Marine Exchange of the San Francisco Bay Region is acting as the Fiduciary Agent (FA) of the Federal Emergency Management Agency (FEMA), Office of Grants and Training, for the management and execution of regional grant allocations in support of the Port Security Grant Program.

In a letter dated February 9, 2011, the FA notified the Port of Oakland that the Port-Wide Security System Resiliency Improvements for the IT Network had been approved for federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) funding via Port Security Grant Round Nine. The project will cost \$1,856,742. The Grant will fund 75% of the project or \$1,392,557. The Port's 25% cost sharing requirement is \$464,186.

Neither the Department of Homeland Security (DHS) nor the Transportation Security Administration (TSA) have disadvantaged business enterprise (DBE) requirements on federal aid grants. However, both DHS and TSA require that a grantee conduct outreach to minorities and women on all potential contracting opportunities. The Port consulted the DHS/TSA and requested permission to apply and utilize the Port's Non Discrimination Small and Local Business Utilization Policy (NDSLBU), a race and gender neutral program that also focuses on small and local participation on all DHS/TSA security grants administered by the Port. The NDSLBU policy allows the Port to conduct outreach to all small and local businesses regardless of race and gender in the Port's market area (Alameda and Contra Costa Counties).

NDSLBU outreach methodology – to maximize economic opportunities for the community at large, the Port will implement the following NDSLBU outreach protocol: 1) Solicitation of certified small/local/disadvantaged businesses that are willing; able and available to do the work, utilizing both the Port's Certified Database (for small and local businesses) and the California Unified Certification Program (CUCP) Database; 2) Outreach to industry groups/trade associations (e.g., ethnic chambers and associations); 3) Distribution of business opportunities via the Port's website, www.portofoakland.com/business; 4) Pre-Bid Meeting information sharing of requirements (i.e., certification, NDSLBU preference, etc.), available small/local/DBE firms, and resources for certification and technical assistance; and 5) Networking opportunity between potential primes and sub contractors.

ANALYSIS

Port-Wide Security System Resiliency Improvements for the IT Network Description: This investment will create new secure IT network at the Port that will enable linking Port surveillance and monitoring data with this network. The

DMS3234081 v2

REMAINING ACTION ITEMS Tab 6.1

BOARD MTG. DATE: 5/19/2011

existing Port network will be replaced with a fully redundant network architecture to provide significant resiliency. This investment will create a robust, redundant network to provide surveillance and monitoring data to designated Port network users. The Port's security, operations and emergency personnel will be able to access the surveillance and monitoring data directly through this network. Surveillance and monitoring data can therefore be made more easily available to the Port's Emergency Operations Center (EOC) directly through the Port's network.

Project Justification: This project has been identified as a high priority in support of the San Francisco Bay Region Wide Risk Mitigation and Trade Resumption/Resiliency Plan (RM/TRRP). FEMA required each Port region in the country to develop such a plan, and the RM/TRRP was funded through Port Security Grant Round Seven Supplemental and completed in January, 2009.

Schedule: The project is expected to be implemented within two years.

STRATEGIC PLAN ALIGNMENT

Accepting the federal grant funding to implement the proposed security systems is consistent with the following goals and objectives of the Port's strategic plan:

STRATEGIC PRIORITY AREAS	GOAL	OBJECTIVE	HOW THIS PROJECT IMPLEMENTS
Stewardship and Accountability	Goal F: Aggressively Obtain Maximum Amount of External Grant and Government Funding and Regulatory Relief	1. Seek out and pursue all promising and prospective grants and external funding resources	This grant substantially funds the security project.
Communications and Information	Goal L: Provide Timely and Relevant Information to Support Critical Analysis and Decision-Making	3. Modernize and update Port technology systems and tools to enhance organization productivity, efficiency and data analysis capabilities	This investment will create new secure IT network at the Port that will enable linking Port surveillance and monitoring data with this network. The existing Port network will be replaced with a fully redundant network architecture to provide significant resiliency.

BUDGET & FINANCIAL IMPACT

This project is proposed to be included in the Fiscal Year 2011-2012 Capital Budget and part of the 5-Year Capital Needs Assessment. The total estimated cost of this project is \$1,856,742 and the estimated expenditure for fiscal year

DMS#264051 v2

REMAINING ACTION ITEMS Tab 6.1

BOARD MTG. DATE: 5/19/2011

2011-2012 is \$220,000. The following budget authorization is requested through June 30, 2013 to fund the equipment purchase and other activities:

Project*	Contractor Cost*	Consultant Cost**	Equipment & Other	Port Labor & Benefits	Total Project Cost
Port-Wide Security System Resiliency Improvements for the IT Network	\$120,000	\$220,000	\$1,470,332	\$46,410	\$1,856,742
TOTAL	\$120,000	\$220,000	\$1,470,332	\$46,410	\$1,856,742

- * The figures presented are based on estimates. Staff recommends that the total amount shown be adhered to, but that there be flexibility within the items in terms of balancing overages with under-runs.
- * Includes contingencies and other miscellaneous costs.
- ** Consultants are being utilized for specialized expertise in the project area.

The following table provides a breakdown of the above costs by fiscal year:

Port-Wide Security System Resiliency Improvements for the IT Network	FY 11-12		FY 12-13		TOTAL
	Amount	%	Amount	%	
Contractor Cost	\$0	0	\$120,000	100	\$120,000
Consultant Cost	\$220,000	100	\$0	0	\$220,000
Equipment & Other	\$0	0	\$1,470,332	100	\$1,470,332
Port Labor & Benefits	\$10,000	21.7	\$36,410	78.3	\$46,410
TOTAL	\$230,000		\$1,626,742		\$1,856,742

The Port anticipates the Security Grant will cover 75% of the entire project cost and the Port will use available cash, debt or other sources to fund the 25% balance of the project.

STAFFING IMPACT

No additional staffing is needed.

SUSTAINABILITY

To the extent possible, staff will endeavor to meet the project's needs by placing orders or entering into agreements with vendors who have a sustainability policy and follow green practices in the conduct of their business practices.

ENVIRONMENTAL

The proposals to: (i) accept federal Port Security Grant Program funds, (ii) authorize a Sub-Grantee Agreement with the Marine Exchange of the San

REMAINING ACTION ITEMS Tab 6.1

BOARD MTG. DATE: 5/19/2011

Francisco Bay Region, and (iii) authorize the Executive Director to enter into professional services agreements to perform Port-wide security system resiliency improvements for the IT network, were reviewed in accordance with the requirements of the California Environmental Quality Act (CEQA), and the Port CEQA Guidelines. The general rule in Section 15081(b)(3) of the CEQA Guidelines states that CEQA applies only to activities that have a potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that accepting grant funds, authorizing a sub-grantee agreement or purchasing and installing equipment to strengthen the IT network will have a significant effect on the environment. Therefore, those activities are not considered projects under CEQA and no environmental review is required for the Board to take the described actions.

MARITIME AND AVIATION PROJECT LABOR AGREEMENT (MAPLA)

The matters contained in this Agenda Report do not fall within the scope of the Port of Oakland Maritime and Aviation Project Labor Agreement (MAPLA) and the provisions of the MAPLA do not apply

OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

Consulting work related to capital improvement projects are usually included in the Port's Professional Liability Insurance Program (PLIP). However, technology services are excluded by PLIP. Since the services in this case are technology services, the consultant(s) providing such services will be required to evidence insurance as required by the Port Risk Manager.

GENERAL PLAN

Pursuant to Section 727 of the City of Oakland Charter, this project has been determined to conform to the policies for the transportation designation of the Oakland General Plan.

LIVING WAGE / PREVAILING WAGE

In accordance with the Port's Rules and Regulations for the Implementation and Enforcement of the Port of Oakland Living Wage Requirements (the "Living Wage Regulations"), Living Wage Requirements do not apply to this agreement because the application of the Living Wage Regulations would violate the terms of the grants or special funds involved or are otherwise preempted. Also, the work anticipated to be performed is considered professional services and not public works as defined by federal or State law, therefore prevailing wage provisions do not apply to this contract.

DMS#284031 v2

REMAINING ACTION ITEMS Tab 6.1

BOARD MTG. DATE: 5/19/2011

OPTIONS

1. The Board may choose to accept the Department of Homeland Security/Office of Grants and Training FY 2009 Infrastructure Protection Plan - Port Security Grant Program Funds, enter into a sub-grantee agreement with the Marine Exchange of the San Francisco Bay Region, and authorize the Executive Director to take all actions necessary to implement the approved security project. This is the recommended action.
2. The Board may choose to not accept the federal Port Security Grant funds for the project. The project would not go forward and the necessary improvements would be delayed until funding is available in the future.

RECOMMENDATION

It is recommended that the Board authorize the following actions:

1. Accept federal port security grant funds from the Department of Homeland Security/Office of Grants and Training FY 2009 Infrastructure Protection Plan;
2. Authorize the Executive Director or his designee to enter into a Subgrantee Agreement with the Marine Exchange of the San Francisco Bay Region which is serving as the Fiduciary Agent for the federal grant program and;
3. Approve and authorize the Executive Director to enter into professional services agreements with consultants selected from a formal competitive bidding process to perform the Port-wide security system resiliency improvements for the IT network.

DMS#264061 v2

Exhibit E

**Port of Oakland Resolution No. 11-87
authorizing the acceptance of PSGP Round 10 funding**

**BOARD OF PORT COMMISSIONERS
CITY OF OAKLAND**

RESOLUTION NO. 11-87

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO
ACCEPT FEDERAL DEPARTMENT OF HOMELAND SECURITY GRANTS
FOR SECURITY SYSTEM LINKAGE AND FOR SURVEILLANCE AND
MONITORING SYSTEM MAINTENANCE AND TO AUTHORIZE THE
EXECUTIVE DIRECTOR TO TAKE ALL ACTIONS NECESSARY TO
IMPLEMENT THE APPROVED SECURITY PROJECT.**

WHEREAS the Board of Port Commissioners ("Board") has reviewed and evaluated agenda materials, has received the expert testimony of Port staff, and has provided opportunities for and taken public comment; now, therefore be it

RESOLVED that in acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in Agenda Report Tab No. 6.3 ("Agenda Report"), dated July 21, 2011, and in related agenda materials and in testimony received; and be it

FURTHER RESOLVED that the Board hereby authorizes and directs the Executive Director to accept federal port security grant funds from the Department of Homeland Security/Office of Grants and Training FY 2010 Infrastructure Protection Plan, on behalf of said Board, and to execute and submit all documents which may be necessary or convenient to complete said application(s), in accordance with the Agenda Report, and the Secretary of the Board is hereby authorized and directed to attest to the execution of such grant application(s), if deemed necessary, when said Grant Offers are released, estimated to be an amount of \$2,551,072, provided, however, that such grant agreements shall not be binding or enforceable against the Port unless and until approved in writing as to form and legality by the Port Attorney; and be it

FURTHER RESOLVED that the Board hereby authorizes the Executive Director to enter into a subgrantee agreement with Marine Exchange of

the San Francisco Bay Region which is serving as the Fiduciary Agent for the federal grant program, provided, however, that such subgrantee agreement shall not be binding and enforceable against the Port unless and until approved in writing as to form and legality by the Port Attorney; and be it

FURTHER RESOLVED that the Board hereby approves and authorizes the Executive Director or his designee to execute for and on behalf of the Board a professional services agreement(s) with a consultant(s) selected from a formal competitive bidding process to perform such services, upon terms and conditions consistent with the Agenda Report and providing that the selected Consultant(s) shall be compensated for such services, including costs of miscellaneous reimbursable expenses, at a maximum compensation that shall not exceed a total aggregate amount of the grant award; and be it

FURTHER RESOLVED that this resolution is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Board. Unless and until a separate written agreement is duly executed on behalf of the Board as authorized by this resolution, is signed and approved as to form and legality by the Port Attorney, and is delivered to other contracting party, there shall be no valid or effective agreement.

At the regular meeting held on July 21, 2011

Passed by the following vote:

Ayes: Commissioners Gonzales, Gordon, Head, Uno, Yee and
President Calloway - 6

Excused: Commissioner Lighty - 1

Noes: 0

BOARD MTG. DATE: 7/21/2011

AGENDA REPORT

TITLE: Authorization to Accept Federal Department of Homeland Security Grants for Security System Linkage and for Surveillance and Monitoring System Maintenance and to Authorize the Executive Director to Take All Actions Necessary to Implement the Approved Security Projects

AMOUNT: \$2,551,072 Port Security Grant Funding

PARTIES INVOLVED:

Corporate Name/Principal	Location
Federal Emergency Management Agency (FEMA), Office of Grants and Training	Washington, D. C.
Marine Exchange of the San Francisco Bay Region	San Francisco, CA

TYPE OF ACTION: Resolution

SUBMITTED BY: James Kwon, Director of Maritime

APPROVED BY: Omar R. Benjamin, Executive Director

SUMMARY

With this action, Port staff is seeking the Board's approval for the following three actions:

- (1) Accept federal port security grant funds from the Department of Homeland Security/Office of Grants and Training FY 2010 Infrastructure Protection Plan;
- (2) Enter into a Sub-grantee Agreement with the Marine Exchange of the San Francisco Bay Region which is serving as the Fiduciary Agent for the federal grant program;
- (3) Approve and authorize the Executive Director to enter into a professional services agreement with consultants selected from a formal competitive bidding process to accomplish Security System Linkage and Surveillance and Monitoring System Maintenance projects

The Port will formally solicit proposals from qualified design consultants for the design and construction of the Security System Linkage and Surveillance and Monitoring System Maintenance projects. The Port will evaluate the proposals received based on set objective criteria and the results of possible interview.

REMAINING ACTION ITEMS Tab 6.3

BOARD MTG. DATE: 7/21/2011

This Agenda Report seeks authorization for the Executive Director to enter into an agreement with the successful proposers if the proposal(s) meets the Port criteria and the proposal price(s) does not exceed the respective grant amounts.

FACTUAL BACKGROUND

The Marine Exchange of the San Francisco Bay Region is acting as the Fiduciary Agent (FA) of the Federal Emergency Management Agency (FEMA), Office of Grants and Training, for the management and execution of regional grant allocations in support of the Port Security Grant (PSG) Program.

In letters dated January 19, 2011, the FA notified the Port of Oakland that the following projects had been approved for federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) funding via Port Security Grant Round Ten for a total amount of \$2,551,072:

- 1) Security System Linkage (\$221,560) and
- 2) Surveillance and Monitoring System Maintenance (\$2,329,512)

Port Security Grant Round 10 carries no cost share stipulations.

ANALYSIS

Project 1: Security System Linkage: This project will physically link two previously installed, stand alone systems to the Port's fiber optic backbone. The Port installed the Port Roadway and Power Substation Intrusion Detection System (IDS) and Video Surveillance Systems (VSS) with PSG Round 4 funding and the Crane Mounted VSS with PSG Round 5 funding. These systems were installed as stand alone systems and have not been linked to provide better domain awareness. They are currently providing IDS and VSS capabilities for individual marine terminals and for the Port to monitor critical infrastructure outside the terminal boundaries.

The Port is installing, via PSG Round 7 project, a fiber backbone that will link the Port admin bldg, marine terminals, and Harbor Facilities Complex (HFC). The project includes linkage with an updated, video analytic camera based IDS at the marine terminals and Port perimeter. This fiber backbone will be extended to the Oakland Police Dept administration building via a proposed PSG Round 7 Supplemental project.

The IDS and VSS for the Port roadway and critical power substation feed back to a central server at the Port HFC. The fiber backbone also terminates at the HFC. This Security System Linkage project will connect these two systems to the fiber backbone.

Cameras that have been mounted on ship loading cranes for waterside surveillance at the marine terminals are managed by individual servers located at each of the

REMAINING ACTION ITEMS Tab 6.3

BOARD MTG. DATE: 7/21/2011

marine terminals. This project will connect these servers to the fiber backbone to facilitate making this surveillance data available at the Port's administration building where the fiber backbone and marine terminal IDS will terminate. This will also facilitate future connection to the Internet for these systems through the Port's Internet connection for controlled access to first responder agencies as needed.

Project 2: Surveillance and Monitoring System Maintenance: This investment will provide a maintenance contract of equipment and software purchased using FEMA preparedness grant funding. This will include: Intrusion Detection Systems (IDS) and Video Surveillance Systems (VSS) at the Port's 115kV power substation, roadway VSS; crane mounted VSS for waterside surveillance; IDS at the Harbor Facilities complex where security system servers are located; and the camera-based IDS at the marine terminals. These systems were funded to be installed under PSGP Rounds 4, 5, and 7. Given the large number of pieces of equipment that comprise the surveillance and monitoring systems, the large areas of deployment and the difficult operational conditions of an industrial Port, it is crucial that the systems be well maintained and continuously inspected to ensure operational readiness. The warranty period for the Port's 115kV power substation and roadway VSS expired in September 2008. The warranty period for the crane mounted camera system will expire as of October 2011. The landside perimeter IDS is currently being installed and the warranty will expire in approximately August 2012.

The Port has contracted with system installers over the past two years, on an as needed basis, to repair and upgrade the installed VSS/IDS. These repairs have been effective, but have not been timely.

Maintenance Scope of Work: Maintenance will include regular inspection and cleaning of equipment, periodic diagnostic analyses, and repair of worn or damaged equipment outside the scope of the system warranty. The maintenance contract will provide an on-call service to address system outage as reported by terminal operators or Port staff. The investment will also upgrade software supporting the IDS and VSS to the most current version of each and support linkage through the port fiber backbone to provide web-based access of these systems.

REMAINING ACTION ITEMS Tab 6.3

BOARD MTG. DATE: 7/21/2011

STRATEGIC PLAN ALIGNMENT

Accepting the federal grant funding to implement the proposed security project is consistent with the following goals and objectives of the Port's strategic plan:

STRATEGIC PRIORITY AREAS	GOAL	OBJECTIVE	HOW THIS PROJECT IMPLEMENTS
Sustainable Economic and Business Development	Goal A: Create Sustainable Economic Growth For the Port and Beyond	2. Affirm Port identity as a public enterprise	The Port is in a unique position, as both a public agency and as the landlord for the Maritime area, to be the focal point for the collection, consolidation, and management of information and data related to critical maritime infrastructure. The Security System Linkage project will improve communications between two public agencies that have the responsibility to serve and protect both community and critical infrastructure. The Security System Maintenance project will improve the reliability and functionality of three vital landside and waterside perimeter security systems at the Port.
Communications and Information	Goal K: Promote a Proactive and Responsive Communications Model	1. Develop a strategic and comprehensive communications plan which reaches out to a wide range of internal and external stakeholders and incorporates state of the art practices and technology	These projects will significantly improve the communications and working relationships between participating agencies, first responders, and the private owners of critical infrastructure in our region.

BUDGET & FINANCIAL IMPACT

Project 1: Security System Linkage: This project will be implemented via Professional Services Agreement and the budget was included in the current Fiscal Year Adopted Capital Budget and is identified as a "pipeline" project in the 5-Year Capital Needs Assessment.

Project 2: Surveillance and Monitoring System Maintenance: This project will be implemented via Professional Services Agreement and the budget was included in the Fiscal Year 2011/2012 Expense Budget for the Maritime Division

There is no cost share requirement assigned to the Port for these projects. Port labor will be minimized to the greatest extent possible, with most of the effort coming from the Maritime Security Project Manager, IT staff, and from the Engineering staff for RFP development.

REMAINING ACTION ITEMS Tab 6.3

BOARD MTG. DATE: 7/21/2011

The Port will be reimbursed for the grant funded portion of the projects after invoicing the Marine Exchange of the San Francisco Bay Region, who is acting as the Fiduciary Agent for FEMA for the Port Security Grant Program. Following the performance period for this maintenance project in September 2015, the Port will request another grant funded maintenance period or will rely on operating budget to fund ongoing maintenance of the security systems.

Project	FY 11/12	FY 12/13	FY 13/14	FY 14/15	5 Year Total
Security System Integration					
Grant Funded	\$221,560	-	-	-	
Port Labor	\$25,000	-	-	-	
Total Cost	\$246,560				\$246,560
Surveillance and Monitoring System Maintenance					
Grant Funded	\$350,000	\$660,000	\$660,000	\$660,000	
Port Labor	\$60,000	-	-	-	
Total Cost	\$410,000	\$660,000	\$660,000	\$660,000	\$2,390,000
5 Year Total Program Cost					\$2,636,560

STAFFING IMPACT

It is not envisioned that these projects will require significant staff support from Engineering or Environmental staffs, aside from assistance with development of the Request for Proposal and consultant selection process. The Port Facilities Security Officer and IT staff will be involved in providing information about current security systems and information management strategies that will be essential to the design effort.

The Maritime Security function is currently staffed with one full time equivalent. For the last couple of years, Maritime has used consultant help to provide assistance in project scope development, grant applications and reporting and project management. It is anticipated that the new Maritime Security Project Administrator will perform much of the coordination required to accomplish and sustain these initiatives.

SUSTAINABILITY

There are no apparent sustainability issues with this work.

REMAINING ACTION ITEMS Tab 6.3

BOARD MTG. DATE: 7/21/2011

ENVIRONMENTAL

The proposals to: (i) accept federal Port Security Grant Program funds, (ii) authorize a Sub-Grantee Agreement with the Marine Exchange of the San Francisco Bay Region, and (iii) authorize the Executive Director to enter into a professional services agreement for Security System Linkage and Surveillance and Monitoring System Maintenance projects, were reviewed in accordance with the requirements of the California Environmental Quality Act (CEQA), and the Port CEQA Guidelines.

The general rule in Section 15061(b)(3) of the CEQA Guidelines states that CEQA applies only to activities that have a potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that authorizing the Executive Director to enter into agreements will result in a physical change in the environment, and therefore this action is exempt from CEQA. In addition, accepting grant funds is not a project pursuant to Section 15378(b)(4) of the CEQA Guidelines. The Security System Linkage project, which consists of linking previously approved fiber optic cables and servers within existing buildings at marine terminals and at the HFC, and the Surveillance and Monitoring System Maintenance project, which consists of minor maintenance and inspection of existing security facilities, are categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15301 (Class 1), which addresses operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing structures, facilities, mechanical equipment, or topographical features with negligible or no expansion of use beyond that previously existing. No further environmental review or documentation is necessary in order for the Board to take the actions recommended in this Agenda Report.

MARITIME AND AVIATION PROJECT LABOR AGREEMENT (MAPLA)

The actions to accept federal grant funds and authorize a Sub grantee Agreement do not fall within the scope of the Port of Oakland Maritime and Aviation Project Labor Agreement (MAPLA) and the provisions of the MAPLA do not apply.

Regarding execution of professional services agreements, these contracts are for professional services that do not include construction testing and inspection, and therefore, the provisions of the MAPLA do not apply to this work.

OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

Authorization to accept the federal Port Security Grant funds for the Security System Linkage and Surveillance and Monitoring System Maintenance projects are not subject to the Port's Professional Liability Insurance Program (PLIP) or

REMAINING ACTION ITEMS Tab 6.3

BOARD MTG. DATE: 7/21/2011

Owner Controlled Insurance Program (OCIP). However, subsequent design and construction work, after such funds are received, will be subject to the PLIP and OCIP.

GENERAL PLAN

These projects are for professional services and will not directly include any alteration of property. Development projects that result from these professional services will be subject to separate findings of conformity with the City of Oakland General Plan in accordance with Section 727 of the Charter.

LIVING WAGE

Living Wage requirements, in accordance with the Port's Rules and Regulations for the Implementation and Enforcement of the Port of Oakland Living Wage Requirements (the "Living Wage Regulations"), do not apply to Actions 1 and 2, as Marine Exchange is a non-profit acting as fiscal agent on behalf of FEMA, a governmental agency. Action 3 deals with authorization for future professional services agreements with multiple consultants selected from a formal competitive bidding process, therefore at this time, Living Wage does not apply. Should any of the contracts be awarded to a business with 21 or more employees and with a contract value of \$50,000 or more, Living Wage will apply.

OPTIONS

1: The Board may choose to not accept the federal Port Security Grant funds for the Security System Linkage and Surveillance and Monitoring System Maintenance projects. The projects would not go forward and currently installed Video Surveillance and Intrusion Detection Systems would not be linked or maintained beyond the contract warranty periods, which in some cases, have expired.

2: The Board may choose to accept the Department of Homeland Security/Office of Grants and Training FY 2010 Infrastructure Protection Plan - Port Security Grant Program Funds, Enter into a Sub-Grantee Agreement with the Marine Exchange of the San Francisco Bay Region, Authorize the Executive Director to Take All Actions Necessary to Implement the Approved Security Projects and Authorize the Executive Director to enter into professional services agreements with vendors selected through a competitive process for amounts not to exceed the total grant funds.

RECOMMENDATION

It is recommended that the Board pass a resolution authorizing the following actions:

REMAINING ACTION ITEMS Tab 6.3

BOARD MTG. DATE: 7/21/2011

1. Accept federal port security grant funds from the Department of Homeland Security/Office of Grants and Training FY 2010 Infrastructure Protection Plan;
2. Enter into a Sub grantee Agreement with the Marine Exchange of the San Francisco Bay Region which is serving as the Fiduciary Agent for the federal grant program and;
3. Approve and authorize the Executive Director to enter into a professional services agreement with consultants selected from a formal competitive bidding process to perform the Security System Linkage and Surveillance and Monitoring System Maintenance projects in amounts not to exceed the total subject of the grant awards.

Exhibit F

**Port of Oakland and City of Oakland Domain Awareness Response Coordination
Work Group Memorandum of Agreement dated June 25-26 2009**

**Port of Oakland and City of Oakland Domain Awareness and
Response Coordination Work Group
MEMORANDUM OF AGREEMENT**

Introduction

This Memorandum of Agreement (MOA) is entered into by the Port Of Oakland and City of Oakland First Responders listed below and outlines a cooperative effort to enhance the safety and security of the Maritime Port of Oakland and agencies listed below.

Participating Agencies Partners:

Port of Oakland

City of Oakland Homeland Security Preparedness and Response Unit including:
Oakland Police Department
Oakland Fire Department
Oakland Office of Emergency Services

PURPOSE OF MOA

To continue the existing relationship between the Port of Oakland and the above listed agencies which make up the **Port of Oakland and City of Oakland Domain Awareness and Response Coordination Work Group**, to collectively address risk mitigation and preparedness needs, as well as deficiencies in current Port of Oakland and City of Oakland homeland security preparedness and response capabilities and capacities.

BASIS FOR AGREEMENT

- A. Section 102 of the Maritime Transportation Security Act (MTSA), mandates the development of Area Maritime Security Plans (AMSP). The Coast Guard Captain of the Port, acting as the Federal Maritime Security Coordinator (FMSC), is responsible for the development of the AMS Plans. As stated in the San Francisco Bay AMSP, to accomplish the goals of the Maritime Strategy for Homeland Security, the FMSC must rely on fellow Federal, State and local representatives and other maritime area partners to assist whenever possible. The United States Coast Guard, State, County and Local municipalities exercise concurrent jurisdiction over a large portion of those waters within the boundaries of San Francisco Bay Area and Delta region, except for matters preempted by Federal Law.
- B. The Port Security Grant Program (PSGP) is one of five programs that constitute the Department of Homeland Security Infrastructure Protection Program. The funds provided by the PSGP are primarily intended to support the work of increasing port-wide risk management, enhanced domain awareness through the development of port-wide

risk mitigation plans, to prevent, detect, respond to, and recover from attacks involving improvised explosive devices and other non-conventional weapons as well as training and exercises.

BASIC OBJECTIVES

- **Objective 1:** Collaborate and participate as key stakeholders with the United States Coast Guard, Alameda County and other Bay Area Region responders in the protection of the Port of Oakland.
- **Objective 2:** Further develop and enhance communications between the Port of Oakland, the United States Coast Guard, Oakland Police Department, the Oakland's Office of Emergency Services, the Oakland Fire Department, Alameda County and other key public safety stakeholders on a local and regional basis.
- **Objective 3:** Enhance response capabilities through making provision for the acquisition of first responder equipment designed to improve communications, surveillance, detection, response, and recovery from significant incidents.
- **Objective 4:** Participate in joint training and planning exercises with the United States Coast Guard, and other regional partners to enhance regional capabilities to prevent, prepare for, respond to, and recover from Transportation Security Incidents, Homeland Security Incidents, and other surface, underwater, and land-based public safety threats.
- **Objective 5:** Maintain and expand collaborative efforts with the Port of Oakland, the United States Coast Guard, and other maritime regional partners to readily identify strengths and improvement opportunities encountered during multi-jurisdictional exercises and response incidents; and the collaborative development and implementation of corrective action plans for the same.
- **Objective 6** Explore the development of a Joint Port-OPD-OFD-OES Domain Awareness Coordination Center at the City's existing Office of Emergency Services (1605 Martin Luther King Jr. Way) which would include:
 - ❖ Integration of efforts and interoperability between regional security partners
 - ❖ Focus on domain awareness, situational awareness and management and improved response capabilities
 - ❖ Development of sustainable recommendations guided by:
 - Leveraging existing initiatives
 - Strengthening linkages between existing command and control nodes
 - Expansion of detection and deterrence capabilities
 - Improving effective information management as a force multiplier

- Developing detailed concepts of operations (CONOPS)
- Enhancing immediate readiness capabilities
- ❖ Support National Preparedness Priorities including efforts to:
 - Expand regional collaboration
 - Strengthen information sharing and collaboration capabilities
 - Enhance interoperable Communications
- ❖ Strengthen Chemical, Biological, Radiological, Nuclear And Explosive Detection And Response Capabilities.

MANAGEMENT OF THE PORT OF OAKLAND AND THE CITY OF OAKLAND DOMAIN AWARENESS AND RESPONSE COORDINATION WORK GROUP

A. Members

The Port of Oakland and City of Oakland Domain Awareness and Response Coordination Work Group shall consist of a combined body of personnel from each participating agency: Port of Oakland, Oakland Police Department, Oakland Fire Department and Oakland Office of Emergency Services.

B. Identification of Goals

The goal is to strengthen the safety and security of the Port of Oakland and the City of Oakland by coordinating all participating agencies. It will accomplish this primary objective through regular meetings, joint training, law enforcement operations and the development of a domain awareness center.

C. Location of Meetings and Support of the Port of Oakland and the City of Oakland Domain Awareness and Response Coordination Work Group

The Port of Oakland will host the meetings at the Port of Oakland and will act as Co-Chair with a City of Oakland representative. Sub-committees may break off including possibly 1.) Training and exercise 2.) Equipment acquisition 3.) Domain Awareness Center. Participating agencies will provide all necessary administrative support for their respective units.

RESPONSIBILITIES:

A. Public Safety

- (1) To increase the effectiveness of joint operations between members in the enhancement of Port and City of Oakland Security.

B. Ports, Waterways, and Coastal Security

- (1) Partners agree to support and participate in local Port Security drills and

exercises to coordinate response activities during a real maritime or landside emergency/incident.

- (2) The Port of Oakland, in coordination with the Coast Guard, will, where feasible, notify Partners of any upcoming High Valued Assets entering the San Francisco Bay Area and coordinate any maritime security measures with partners.
- (3) Port and City representatives will participate with other incident prevention and response coordination groups including, but not limited to, Neptune Coalition, Area Maritime Security Committee (AMSC), Bay Area Urban Area Security Initiative (BAUASI), and California Maritime Security Council (CMSC) to improve inter-agency linkage and keep abreast of grant opportunities and the regional initiatives that impact the Oakland area.

REPORTING AND DOCUMENTATION:

The Co-Chairs will coordinate the taking of meeting minutes and distribution to participants. All partners will be responsible for keeping copies of minutes, memorandum of agreement and other documentation.

POINTS OF CONTACT:

Port of Oakland: Port Facilities Security Officer

City of Oakland Oakland Homeland Security Preparedness and Response Unit including:
Oakland Office of Emergency Services: Office of Emergency Services Director
Oakland Police Department: Deputy Chief Bureau of Field Operations
Oakland Fire Department: Deputy Chief of Operations Division

MODIFICATION:

Proposed amendments to this Memorandum of Agreement shall be made by notification of one Partner Agency to all others in writing. If all signing agencies agree in writing, the MOA may be updated with an addendum or revised agreement to be signed by representatives from all agencies.

EFFECTIVE DATE:

This Memorandum of Agreement will be effective from the date of the signing by all parties listed below.


TERMINATION:

This agreement shall continue until one or more of the signing parties gives written notice of termination. If an agency wishes to terminate the agreement, written notification must be made to all agencies giving 60 days notice.


A. Nothing in this Agreement is intended to conflict with current federal law or regulation or the directives of the Department of Homeland Security or the laws of the State of California. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

B. This Agreement is not an agreement by the Port of Oakland or the City of Oakland to indemnify any party nor is it an agreement by the Port of Oakland or the City of Oakland to assume any financial, legal, or any other liabilities. The parties specifically acknowledge that this agreement does not obligate the City or the Port to expend any funds or to execute any future contracts..

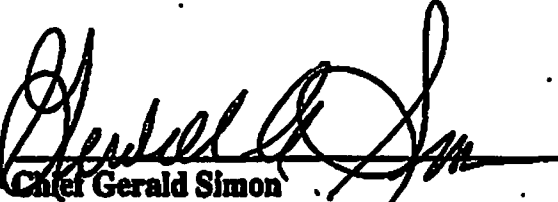
SIGNATORIES:


D. Kozicki
For

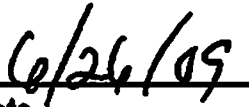
Chief Howard Jordan
Oakland Police Department
Oakland, California




Date



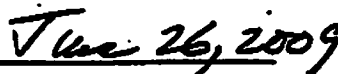
Chief Gerald Simon
Oakland Fire Department
Oakland, CA




Date



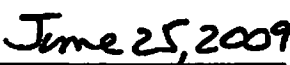
Renee Domingo
Oakland Office of Emergency Services
Oakland, CA



Date



Michael O'Brien
Port Facilities Security Officer
Oakland, CA



Date

Exhibit G

**FEMA Approval of Reprogramming of PSGP 9
and 10 funding for DAC Phase 2**

(TBD)

Exhibit H

**City of Oakland Agenda Report dated June 27, 2013
authorizing the subgrant of funds from the Port of Oakland for DAC Phase 2**



FILED
OFFICE OF THE CITY CLERK
OAKLAND

2013 JUN 27 PM 5:32 **AGENDA REPORT**

TO: Deanna J. Santana
City Administrator

FROM: Teresa Deloach Reed
Fire Chief

SUBJECT: Supplemental FY09 and FY10 PSGP
Grant Award of Up to \$2,000,000

DATE: June 23, 2013

City Administrator
Approval

Date

6/25/13

COUNCIL DISTRICT: City-Wide

RECOMMENDATION

Staff recommends that the City Council Adopt A Resolution authorizing the City Administrator or her designee to: 1) Enter into a Memorandum of Understanding and Grant Administration Agreement with the Port of Oakland for the Distribution of Supplemental Fiscal Year 2009 and Fiscal Year 2010 Port Security Grant Program (PSGP) funding for Phase 2 Of The System Enhancements And Integration Of The Joint Port/City Domain Awareness Center (DAC) For A Supplemental Grant Award of up to two million dollars (\$2,000,000) to the City of Oakland, 2) Accept, Appropriate and Administer the Fiscal Year 2009 and Fiscal Year 2010 PSGP grant allocations up to \$2,000,000, 3) Approve the City of Oakland to be the subrecipient/sub-grantee for the said grant funding including approval of the Preliminary Spending plan, 4) Expend Funds in Accordance with The Preliminary Spending Plan, and 5) Waive the Advertising and Competitive Bidding Process and the RFP/RFQ competitive selection requirements of the Oakland Municipal Code.

EXECUTIVE SUMMARY

The Joint City/Port Domain Awareness Center (DAC) will utilize the City of Oakland Emergency Operations Center (EOC) to consolidate a network of existing surveillance and security sensor data to actively monitor critical Port facilities, utility infrastructure, City facilities and roadways. Information management software would be utilized together with video analytics to efficiently screen and monitor the data as well as coordinate incident management. The information management software would include situational awareness and response capabilities, linking monitoring data with dispatch and automated access controls at some facilities, wherever possible.

Another significant function of the DAC would be to eventually serve as a 24/7 center that would focus on interoperability and coordination of prevention, preparedness, response, recovery and mitigation efforts. City and Port staff members are working on submitting another Port Security Grant Program (PSGP) proposal for Federal Fiscal Year 2013 that would provide staffing to the,

Item: _____
Public Safety Committee
July 9, 2013

DAC for up to 2 years if the grant proposal is approved. If the grant proposal is unsuccessful, City and Port staff members will look for other alternatives to provide minimum staffing to the DAC on a 24/7 basis.

OUTCOME

Passage of the Resolution will grant the City Administrator or her designee to enter into a Memorandum of Understanding and Grant Administration agreement with the Port of Oakland for the distribution of fiscal year 2009 and fiscal year 2010 Port Security Grant Program (PSGP) funding for Phase 2 of the system enhancements and integration of the joint port/city Domain Awareness Center (DAC) for a supplemental grant award of up to two million dollars (\$2,000,000).

Council approval will also provide the Oakland Fire Department, Emergency Management Services Division (EMSD) staff and the Department of Information Technology (DIT) the authority to accept, administer, appropriate and expend the supplemental grant funding up to \$2,000,000 between July 1, 2013 and June 30, 2014. The FY09 and FY10 PSGP grant funding must be expended no later than June 30, 2014. This will allow further enhancements to the Joint City/Port Domain Awareness Center (DAC) which includes equipment upgrades, system upgrades, technical services and additional systems integration to enhance the robustness of the DAC capabilities which also benefits the operations of the Oakland Emergency Operations Center (EOC).

BACKGROUND/LEGISLATIVE HISTORY

On June 17, 2009, Oakland Fire Department, Emergency Management Services Division staff provided the Public Safety Committee with an Informational Report concerning the City's role in the Port's application for Port Security funds under the American Recovery and Reinvestment Act (ARRA). City Council approved the informational report and there were no objections to the City/Port collaboration on submitting a grant proposal for the Domain Awareness Center (DAC) project.

On June 29, 2009, the City of Oakland and Port of Oakland signed and entered into a Memorandum of Agreement (MOA) to establish a Domain Awareness and Response Coordination Work Group. The MOA outlined the relationship between the City and Port to collectively address risk mitigation and preparedness needs, as well as deficiencies in current homeland security preparedness and response capabilities and capacities. The Domain Awareness and Response Coordination Work Group are comprised of representatives from both the City and the Port, respectively. Objective number six of that MOA is entitled "Explore the Development of a Joint Port-OPD-OFD-OES Domain Awareness Coordination Center at the City's existing Emergency Operations Center (EOC).

Item: _____
Public Safety Committee
July 9, 2013

On September 23, 2009, the Federal Emergency Management Agency's (FEMA) Grants Program Directorate announced that the Port of Oakland would receive \$2,900,000 to fund the Joint City/Port Domain Awareness Center (DAC).

On July 20, 2010, City Council approved Resolution No. 82933 C.M.S.; authorizing the City Administrator to enter into a Memorandum of Understanding (MOU)/Grant Administration Agreement to accept, appropriate and spend the \$2,900,000 to jointly develop, establish and operate a Port/City Domain Awareness Center (DAC).

In March, 2012, the ARRA PSGP Sub-Grantee Agreement was fully executed between the City of Oakland and the Port of Oakland for the \$2.9 million dollars for the DAC project.

In July 2012, the Port of Oakland requested an extension to the performance period of the DAC project through June 30, 2013, in order to complete the project as detailed in the original project proposal.

In August 2012, the Conceptual Design phase for the DAC project was completed.

In October 2012, the City of Oakland issued a Request for Proposals for the Design/Build phase (Phase 1) of the DAC project for a contract of up to \$2.7 million dollars.

In December 2012, a joint City-Port panel interviewed a short list of candidates, selecting Science Applications International Corporation (SAIC), an Oakland-based firm, as the security integrator for the project.

In January 2013, FEMA informed the Port of Oakland and later the City of Oakland, that a grant project extension could only be granted through June 30, 2013 and stated that the project funding could then be utilized for the implementation of high priority projects beyond the original authorized performance period and original project proposal.

The City of Oakland and Port of Oakland staff met to re-work the Scope of Work for the contract services to ensure that services and equipment totaling the \$2.9 million ARRA PSGP grant funding could be met by June 30, 2013.

In March 2013, the City of Oakland contracted with SAIC for Phase 1 of the DAC Project. Phase 1 included the Design/build that would include equipment, services and the key City systems' integration into the existing Oakland Emergency Operations Center (EOC) with all work to be completed by June 30, 2013.

On May 23, 2013, the Port of Oakland Board approved the re-programming of Port Security Grant Program (PSGP) funding to support the next phase, (Phase 2), of the Domain Awareness Center (DAC) implementation through June 2015.

**Item: _____
Public Safety Committee
July 9, 2013**

ANALYSIS

The institutional framework for the DAC will establish and enhance new partnerships and coalitions, including the expansion of the successful partnership of Oakland Police, Field Operations, Oakland Fire, Special Operations, Oakland Fire, Emergency Management Services Division, Department of Information Technology and the Port of Oakland. This would improve regional readiness and response capabilities for first responders through information collection and sharing while facilitating a regional Common Operating Picture (COP) for large scale emergency incidents.

The Joint City/Port Domain Awareness Center (DAC) primary objectives include:

- Integration of efforts and interoperability between regional security partners;
- Focus on domain awareness, situational awareness, incident management and improved response capabilities;
- Development of sustainable recommendations guided by:
 - Leveraging existing initiatives
 - Strengthening linkages between existing command and control nodes
 - Expansion of detection and deterrence capabilities
 - Improving effective information management as a force multiplier
 - Developing detailed Concept of Operations
 - Enhancing immediate readiness capabilities;
- Support National Preparedness Priorities; and
- Strengthen Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Detection and Response Capabilities.

Phase 1 of the DAC project implementation will be completed by June 30, 2013 and will include the completed system design, integration of certain technology systems into the Physical Security Information Management (PSIM) System, network enhancements, and communication capabilities of the DAC.

Currently, the City of Oakland has a contract with SAIC that is good through July 1, 2015 for up to \$2.7 million dollars for Phase 1 of the DAC project.

The Oakland Fire Department, Emergency Management Services Division in collaboration with the Port of Oakland, conducted a fair and opened competitive process to engage the most responsive and responsible vendor which is now in place and providing excellent services. The award of additional funding affords further enhancements to the original work. Therefore, in order to maintain consistency, cohesiveness and uniformity, staff finds that it is in the best interest of the City to waive the RFP/Q process to accommodate receipt of the additional funds in order to complete the enhanced work under Phase 2 within 12 months; facilitating additional system equipment upgrades and integration as efficiently as possible.

Item: _____
Public Safety Committee
July 9, 2013

Staff recommends that the SAIC contract value be increased to include up to \$2 million for Phase 2 and that the additional scope of work be managed as a change order to the existing contract, which will allow for a more consistent, deliberate, efficient and cost effective process.

Phase 2 scope of work will include and is not limited to the following deliverables:

1. Integration of additional security and domain awareness systems including
 - Automatic Identification System to identify and track ships in the Bay
 - Port Geographic Information System
 - City School Closed-Circuit Television (CCTV) System;
2. Local transportation and infrastructure information (East Bay Municipal Utility District (EBMUD), Bay Area Rapid Transit (BART), California Department of Transportation (CALTRANS) camera and incident reports);
3. Improve linkage with Fire and Police Dispatch including Mobile Data Terminal feeds;
4. Further definition and implementation of Work Flows for all hazards events in the East Bay;
5. EOC Computing system upgrades, as needed; and
6. Surveillance enhancements for City of Oakland historically high crime areas.

COORDINATION

The DAC Project has been a collaborative effort among the Oakland Police Department (OPD), the Oakland Fire Department (OFD), OFD, Emergency Management Services Division (EMSD), the Department of Information Technology (DIT) and the Port of Oakland.

The DAC project has resulted in a detailed conceptual engineering design, a basic Concept of Operations that is being updated and refined as part of Phase 1 of the DAC construction project also includes a new Emergency Operations Center (EOC) Video Wall system and basic City/Port systems' integration which will be completed on June 30, 2013.

Phase 2 of the DAC Project will continue the City-Port staff collaboration and coordination to deliver a framework of institutional agreements amongst agencies participating in the DAC. These agencies include the Oakland Police Department (OPD), the Oakland Fire Department (OFD), OFD, Emergency Management Services Division (EMSD), and the Port of Oakland as well as other external stakeholders which the City/Port team will be contacting to enhance the interoperability and information sharing capabilities of the DAC.

Item: _____
Public Safety Committee
July 9, 2013

The City Attorney's Office, Contracts Office, and the Budget Office were consulted in the preparation of this report.

COST SUMMARY/IMPLICATIONS

The Resolution authorizes the appropriation of FY 2009 and FY 2010 supplemental PSGP grant funding to the City of Oakland from the Port of Oakland in an amount up to \$2 million dollars.

Federal grant funds will be utilized to enter into a Professional Services contract including system equipment enhancements in an amount not to exceed \$2,000,000.

Funding will be appropriated to the Federal Grant Fund (2123), Emergency Management Services Division Org. (20711), various expenditure accounts according to the grantor approved spending plan, Emergency Management Services Division Program (PS21), Fiscal Year 2009 and Fiscal Year 2010 Supplemental PSGP Projects to be set up.

Below is the Estimated Preliminary Spending Plan/budget Summary for Phase 2 of the Joint City/Port Domain Awareness Center (DAC):

**1. AMOUNT OF RECOMMENDATION/ESTIMATED COSTS OF
PROJECT/PROFESSIONAL SERVICES AGREEMENT
Supplemental FY2009 and FY2010 PSGP Grant funding**

	Up to
	\$2,000,000
Construction (if applicable)	200,000
Consultant Contracts	350,000
Systems Integration	550,000
Equipment/Supplies	900,000
Total Project Costs	Up to
	\$2,000,000

2. SOURCE OF FUNDING:

Subgrantee for Federal FY 2009 AND FY 2010 U.S. Department of Homeland Security (DHS) Port Security Grant Program (PSGP) funding up to \$2,000,000.

3. FISCAL IMPACT:

There is no impact to the General Fund. There are no cash or in-kind services match for this PSGP grant funding.

SUSTAINABLE OPPORTUNITIES

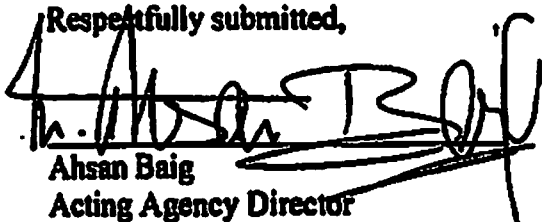
Economic: Effective and consistent emergency preparedness and planning activities enhance the City of Oakland's efforts to provide a climate in which economic development and resiliency can flourish.

Environmental: There are no environmentally sustainable opportunities affiliated with this project.

Social Equity: The procurement of the approved services and equipment will enhance public safety efforts that serve all residents in the City of Oakland and the Bay Area region.

For questions regarding this report, please contact Renee Domingo, Division Manager, Emergency Management Services Division at (510) 238-3939.

Respectfully submitted,


Ahsan Baig
Acting Agency Director
Department of Information Technology

Respectfully submitted,


Teresa Deloach Reed
Fire Chief

Prepared by:
Renee A. Domingo, Division Manager
Emergency Management Services Division

OAKLAND CITY COUNCIL


City Attorney

2013 JUN 27 PM 5:33 RESOLUTION No. _____ C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO:

- 1) **ACCEPT, APPROPRIATE, AND ADMINISTER UP TO TWO MILLION DOLLARS (\$2,000,000) OF AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) SUPPLEMENTAL PORT SECURITY GRANT FUNDS FOR (PSGP) FISCAL YEARS 2009 AND 2010 SUPPLEMENTAL FOR PHASE 2 OF THE JOINT PORT OF OAKLAND/CITY DOMAIN AWARENESS CENTER (DAC) PROJECT; AND**
- 2) **ENTER INTO A MEMORANDUM OF UNDERSTANDING AND GRANT ADMINISTRATION AGREEMENT WITH THE PORT OF OAKLAND TO DISTRIBUTE AND EXPEND SAID FUNDS FOR PHASE 2 OF THE SYSTEM ENHANCEMENTS AND INTEGRATION OF THE DAC PROJECT; AND**
- 3) **APPROVE THE CITY OF OAKLAND'S PRELIMINARY SPENDING PLAN FOR FISCAL YEARS 2009 AND 2010 PSGP GRANT FUNDS AND TO ADMINISTER AND EXPEND THE SUPPLEMENTAL PSGP FUNDS IN ACCORDANCE WITH THE PRELIMINARY SPENDING PLAN AND THE PROPOSED GRANT ADMINISTRATION AGREEMENT; AND**
- 4) **AMEND THE CITY'S 2013 CONTRACT WITH SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC) BY INCREASING THE AMOUNT TO BE PAID UP TO TWO MILLION DOLLARS FOR COMPLETION OF PHASE 2 OF THE DAC PROJECT WORK, BRINGING THE TOTAL CONTRACT AMOUNT AUTHORIZED TO FOUR MILLION NINE HUNDRED THOUSAND DOLLARS (\$4,900,000); AND WAIVING THE COMPETITIVE REQUEST FOR PROPOSAL/QUALIFICATIONS (RFP/Q) AND THE ADVERTISING AND BIDDING REQUIREMENTS, FOR THE PROPOSED CONTRACT AMENDMENT WITH SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC)**

WHEREAS, Congress and the Obama Administration intended the Port Security Grant Program (PSGP) to be one of the tools in a comprehensive set of measures to strengthen the Nation's critical infrastructure against risks associated with potential terrorist attacks; and

WHEREAS, the Port of Oakland submitted PSGP grant proposals to jointly develop, establish and operate a City/Port Domain Awareness Center (DAC) utilizing the City of Oakland Emergency Operations Center (EOC) to consolidate a network of existing surveillance and security sensor data to actively monitor critical Port facilities, utility infrastructure, City facilities and roadways; and

WHEREAS, in March 2013, pursuant to Council authorization by Resolution 82933, the City of Oakland entered into a Professional Services Agreement with Science Applications International Corporation (SAIC) for Phase 1 of the Domain Awareness Center which included the Design/Build phase and the beginning of key public safety and surveillance systems integration between City and Port of Oakland; and

WHEREAS, on May 23, 2013, the Port of Oakland Board of Directors approved a resolution for the Port of Oakland to enter into a Memorandum of Understanding and Grant Administration Agreement to provide up to two million dollars (\$2,000,000) of supplemental FY09 and FY10 PSGP grant funding with the City of Oakland to further expand the development of the City/Port Domain Awareness Center (DAC) and embark upon Phase 2 of the expansion of the systems integration as well as equipment/system enhancements; and

WHEREAS, the City seeks to utilize these additional funds to complete Phase 2 of the Domain Awareness Center (Phase 2); and

WHEREAS, the City's current contract with SAIC must be amended to include the Phase 2 work, which consists of, but is not limited to, additional enhancements to the Emergency Operations Center, additional systems' integration such as the Port Geographic Information Systems (GIS) and other key City Public Safety Information Technology systems for an amount of services and equipment because Phase 2 is not part of the current scope of work for the March 2013 Agreement with SAIC.

WHEREAS, the amendment of the SAIC contract to include the Phase 2 work will cap the amount SAIC may charge the City at not to exceed two million dollars; and

WHEREAS, Oakland Municipal Code section 2.04.051.B permits the Council to waive the request for proposal/qualifications ("RFP/Q") requirements upon a finding that it is in the best interest of the City to do so; and

WHEREAS, Oakland Municipal Code section 2.04.050.1.5 permits Council to waive the advertising and bidding requirements upon a finding that it is in the best interest of the City to do so; and

WHEREAS, staff recommends it is in the best interests of the City to waive the City's advertising and competitive bidding and request for proposals/qualifications requirements based on the fact that the FY 2009 PSGP supplemental funds must be used by June 30, 2014. Conducting the RFP/Q and selecting a Vendor for Phase 2 work will take approximately 6 months. Having the contract services provided by SAIC, which has the existing Phase 1 DAC project contract through June 30, 2015, will help ensure the FY 2009 PSGP are expended by the grantee's deadline and will facilitate the City's ability to implement Phase 2 of the DAC project efficiently and effectively in order to maintain consistency, cohesiveness and uniformity as well; and

WHEREAS, SAIC will be the prime contractor for Phase 2 of the Domain Awareness Center (DAC) project which will include integration of additional security and situation awareness systems, building of a crime datawarehouse, improve linkage with Fire and Police Dispatch including Mobile Data Terminal feeds, further define/implement work flows for all hazards events in the East bay, upgrade EOC computing systems, provide for surveillance and detection equipment enhancements; and

WHEREAS, the City finds and determines that the services provided pursuant to the agreement authorized hereunder are of a professional, scientific or technical nature and are temporary in nature; and

WHEREAS, the City finds and determines that this contract shall not result in the loss of employment or salary by any person having permanent status in the competitive service; now, therefore, be it

RESOLVED: that the City Administrator or her designee is authorized to accept, appropriate, and administer up to two million dollars (\$2,000,000) of American Recovery and Reinvestment Act (ARRA) supplemental Port Security Grant funds for (PSGP) fiscal years 2009 and 2010 FOR Phase 2 of the joint Port of Oakland/City Domain Awareness Center (DAC) project; and be it

FURTHER RESOLVED: that the City Administrator or her designee is authorized to enter into a Memorandum of Understanding and grant administration agreement with the Port of Oakland to distribute and expend said funds for phase 2 of the system enhancements and integration of the DAC project; and be it

FURTHER RESOLVED: that the City Administrator or her designee to approve the City of Oakland's preliminary spending plan for fiscal years 2009 and 2010 PSGP funds and to administer and expend the supplemental PSGP funds in accordance with the preliminary spending plan and the proposed grant administration agreement; and be it

FURTHER RESOLVED: That the City Administrator or her designee is authorized to amend the City's 2013 contract with Science Applications International Corporation (SAIC) by increasing the amount to be paid up to two million dollars for completion of Phase 2 of the DAC work project, bringing the total contract amount authorized to four million nine hundred thousand dollars (\$4,900,000); and be it

FURTHER RESOLVED: That the City Council finds that pursuant to Oakland Municipal Code sections 2.04.050.1.5 and 2.04.051.B, for the reasons stated above and in the City Administrator's report accompanying this resolution, that it is in the best interests of the City to waive the advertising and bidding requirements and the request for proposal/qualifications (RFP/Q) process for the products and services to be purchased under the proposed contract amendment with SAIC and so waives the requirements; and be it

FURTHER RESOLVED: That the City Administrator or her designee is hereby authorized to execute any amendments or modifications to said Port/City agreement and the Professional Services Contract with Science Applications International Corporation (SAIC) in an amount not to exceed two million dollars (\$2,000,000.00); and be it

FURTHER RESOLVED: That funds to complete this project will be drawn from 2123, 20711, PS21, Accounts and Projects to be Determined; and be it.

FURTHER RESOLVED: That the City Administrator or her designee is authorized to accept and appropriate said FY 2009 and FY2010 PSGP Grants funds into U.S. Department of Homeland Security Fund (2123), Emergency Management Services Division (20711) a grant project to be determined, and Emergency Management Service Program (PS21), the full grant funds will be appropriated to the Miscellaneous Federal Grants Accounts 46129; and be it

FURTHER RESOLVED: That the agreement(s) and other actions authorized hereunder shall be reviewed and approved by the Office of the City Attorney for form and legality and filed with the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, GALLO, KAPLAN, KALB, MCELHANEY, REID, SCHAFF and PRESIDENT KERNIGHAN

NOES -

ABSENT -

ABSTENTION -

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

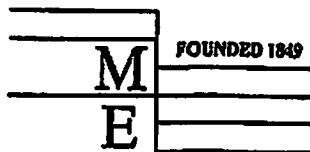
Exhibit I

DAC Phase 2 Budget Detail Worksheet

(TBD)

Exhibit I

Marine Exchange letter to Port of Oakland on January 19, 2011 offering a grant proposal in the amount of \$2,329,512 for Port Security Grant Round Ten Award #2010-PU-T0-K050.



MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION
505 Beach Street, Suite 300 phone: (415) 441-8800 website: www.sfmex.org
San Francisco, CA 94133-1131 fax: (415) 441-1025 email: info@sfmx.org

January 19, 2011

Mr. Mike O'Brien
Port of Oakland
530 Water Street
Oakland CA 94607

RE: PSGP FY 2010 – Grant Award #2010-PU-T0-K050
SF Bay Region LJ Project #3 – Port of Oakland – Surveillance and Monitoring System
(Federal Match Value: \$2,329,512.00 USD)

Dear Mike:

I am pleased to inform you that your project submitted under the FEMA Port Security Grant Program, FY 2010 has received final approval and may begin immediately.

Enclosed please find two copies of the Sub-Grantee Agreement between the Marine Exchange of the San Francisco Bay Region acting as Fiduciary Agent and your organization. Please sign both documents and return one of the original documents to the Marine Exchange of the San Francisco Bay Region, 505 Beach Street, Suite 300, San Francisco, CA 94133. The Sub-Grantee agreement must be signed and returned to the Marine Exchange of the San Francisco Bay Region before any payments can be authorized.

All projects must be completed and the grant closed out by September 30, 2015. This date is inflexible. If you have any concerns about your ability to execute the required Sub-Grantee Agreement or to complete your project before the final termination date, please contact me immediately.

Again, congratulations. If you have any questions or concerns, please contact me via email at grants@sfmx.org or by phone at 415.254.2213.

I look forward to working with you.

Sincerely,

Captain Lynn Korwatch
Executive Director
Marine Exchange of the San Francisco Bay Region

SUB-GRANTEE AGREEMENT

Between

**THE MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION (SFMX) as
PORT SECURITY GRANT PROGRAM (PSGP) FIDUCIARY AGENT (FA) and
DIRECT GRANTEE (DG)**

And

PORT OF OAKLAND

As SUB-GRANTEE (SG)

This SUB-GRANTEE AGREEMENT is made and entered into by and between the Marine Exchange of the San Francisco Bay Region (SFMX) and Port of Oakland (Sub-Grantee organization).

WHEREAS, the SFMX has been appointed by the Federal Emergency Management Agency (FEMA) on behalf of the Department of Homeland Security (DHS), to act as the Fiduciary Agent for the administration and management of the Port Security Grant Program for FY2007Sup, 2008, 2009 and 2010, and

WHEREAS appointment as FA requires the SFMX to validate and monitor the progress and compliance of projects funded by FEMA under the Port Security Grants Program. The FA is to submit supporting documentation to FEMA for execution and completion of said projects, and

WHEREAS, the Sub- Grantee will be planning, developing and executing their Project as defined by their Investment Justification (IJ) package as described in Attachment "A" of this Agreement. The IJ's have been submitted to the FA; validated by USCG Sector San Francisco and approved by FEMA for a sub-grant which is not to exceed USD \$2,329,512.00; and

WHEREAS, the SFMX as FA, will act as the direct representative for FEMA in managing disbursement of grant funds expended by Sub-Grantee in implementing their Project(s); and

WHEREAS, the purpose of this Agreement is to define the relationship between the FA and Sub-Grantee with respect to Sub-Grantee's activities implementing the Project and the FA administering and managing reimbursement of expenditures for same;

ACCORDINGLY, the parties agree as follows:

- 1. Sub-Grantee agrees to implement this project within sixty (60) days following the effective date of the grant award or this Agreement may be subject to cancellation. Notice of grant award may be by electronic or other written means at the discretion of the Fiduciary Agent. Evidence of project implementation is to be reported within the first sixty (60) days, and may include, but is not limited to, schedule of values or project time line, notices to governing boards or agencies of project award, advice memorandum, written and/or electronic project communications, development and issue of solicitation announcements, contracting documents, and purchase orders or similar documents acceptable to the Fiduciary Agent as evidence of compliance.**
- 2. Sub-Grantee shall comply with all federal statutes, regulations and guidance applicable to administration of the Port Security Grant Program including but not limited to**
 - 2 C.F.R. subtitle A**
 - 44 C.F.R. Part 13**
 - Office of Management and Budget (OMB) Circulars, as applicable**
 - A-21 Cost Principles for Educational Institutions**
 - A-87 Cost Principles for State, Local and Indian Tribal Governments**
 - A-122 Cost Principles for Non-Profit Organizations**
 - A-102 Uniform Administrative Requirements for Grants and Agreements with State and Local Governments**
 - A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**
 - 48 C.F.R. Part 31 et. seq. Contract Cost Principles and Procedures.**

Sub-Grantee shall assure that these conditions apply to all recipients of funds.
- 3. Sub-Grantee shall be additionally guided and governed by, and will strictly adhere to, all the requirements set forth in – "SFMX PSGP Purchasing and Procurement Policies and Procedures" unless Sub-Grantee can demonstrate that federal procurement guidelines are satisfied by an existing internal document.**
- 4. Upon receiving the invoices, the FA shall be authorized to review Sub-Grantee's request for reimbursement. The FA will also be authorized to request additional information or clarification from Sub-Grantee. Such a response shall not be unreasonably withheld by Sub-Grantee, but in no case shall the FA be compelled to pay said invoices until the requested clarifications are made or additional information is received, accepted and approved by the FA.**
- 5. For the purposes of meeting federal audit requirements, Sub-Grantee agrees to comply with requirements of OMB Circular A-133 for States, Local Governments and Non-Profits.**

6. Sub-Grantee agrees to submit, at such times and in such form as the FA may request, activity reports on the Sub-Award and the Project. Sub-Grantee shall submit quarterly operational summaries and financial reports no later than the 15th day of January, April, July and October; and the Semi-Annual Progress Reports by the 15th of January and July during each year this Agreement. The final progress report must be filed with the FA within thirty (30) days after the termination of the last year of the Federal Award. The FA must receive the final progress report prior to the final cost report being paid.
7. No contract or agreement may be entered into by Sub-Grantee for execution of Project activities or provision of services to the Project that are not incorporated in the approved application other than purchase of supplies or standard commercial or maintenance services. All contracts and agreements shall provide that Sub-Grantee shall retain ultimate control and responsibility for the proper execution of the Project and that these Contract conditions as detailed herein will also fully apply and bind the contractor, consultant or vendor. In any case, where Sub-Grantee enters into a contract with third parties, the SFMX is not a party to such a contract and shall not be obligated or liable for any breach of contract or other action in law to any party other than the original Sub-Grantee under the specific terms of this Agreement.
8. Upon approval of acceptable invoices for services, equipment and work validated and performed, the FA agrees to reimburse Sub-Grantee for actual expenditures made related to the Project, which in no case may exceed the federal funds amount awarded to Sub-Grantee at the time of approval of Sub-Grantee's IJ by FEMA as provided for in Attachment "A".
9. In entering into this Agreement, it is implicitly agreed between both signatories that the FA is not under any obligation to reimburse the Sub-Recipient for any amounts not received by the FA from FEMA, for what so ever reason.
10. Sub-Grantee shall indemnify, defend and hold harmless the FA and its officers, directors, employees and agents, from and against all liability, loss, cost or expense (including attorney's fees) by reason of liability imposed upon the FA, arising out of or related to Sub-Grantee's performance under this Agreement, whether caused by or contributed to by the FA or any other party indemnified herein, including but not limited to any malfeasance, negligent or intentional acts of Sub-Grantee, its officers, agents or employees or its subcontractors or their agents and employees, unless such a loss is caused solely by the malfeasance or negligence of the FA, its officers, directors, employees or agents.
11. It is understood by both signatories to this Agreement, that this Agreement shall remain in effect in accordance with the terms and conditions of the Grant Award, but in no event longer than the statutory provision of 5 years or less as may be determined by the grant performance period following the execution by both parties.

12. All notices, requests, demands and other communications required or permitted to be made under this Agreement shall be in writing and shall be given by personal delivery, by certified mail, return receipt requested, first class postage prepaid, or by nationally recognized overnight delivery service, in each case addressed to the signed party below at the address specified. Either party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section. Notice shall be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent by certified mail; and if sent by nationally recognized overnight delivery service, on the next business day.

If to the Marine Exchange:

Marine Exchange of the San Francisco Bay Region
Captain Lynn Korwatch, Executive Director
505 Beach Street, Suite 300
San Francisco, CA 94133-1131

If to Sub-Grantee:

Port of Oakland
530 Water Street
Oakland CA 94607

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below their signatures.

The Marine Exchange of the
San Francisco Bay Region

By: Lynn Korwatch

By: Mike G. Davis

Dated: 1-19-2011

Dated: 7/27/2011