



**Approval Authority Meeting**

Thursday, August 10, 2017

10:00 a.m.

**Location**

Alameda County Sheriff's Office OES

4985 Broder Blvd., Dublin, CA 94568

**OES Assembly Room**

**Agenda**

**1. CALL TO ORDER  
ROLL CALL**

UASI Chair	Anne Kronenberg, City and County of San Francisco
UASI Vice-Chair	Rich Lucia, County of Alameda
Member	Raemona Williams, City and County of San Francisco
Member	Cathey Eide, City of Oakland
Member	Raymond Riordan, City of San Jose
Member	Ken Kehmna, County of Santa Clara
Member	Mike Casten, County of Contra Costa
Member	Bob Doyle, County of Marin
Member	Gerry Malais, County of Monterey
Member	Trisha Sanchez, County of San Mateo
Member	Christopher Helgren, County of Sonoma

General Manager Craig Dziedzic

**2. APPROVAL OF THE MINUTES** (Discussion, Possible Action)

Discussion and possible action to approve the draft minutes from the July 13, 2017 regular meeting or take any other action related to the matter. *(Document for this item includes draft minutes from July 13, 2017.) 5 mins*

**3. GENERAL MANAGER'S REPORT** (Discussion, Possible Action)

General Manager Craig Dziedzic will present the General Manager's Report:

- (a) Bay Area UASI Master MOU (Discussion, Possible Action)
- (b) Bay Area UASI By-laws (Discussion, Possible Action)
- (c) Management Team Tracking Tool and Future Agenda Items (Discussion, Possible Action)

*(Documents for this item are a report, six appendices, and the Tracking Tool from Craig Dziedzic.) 5 mins*

- 4. BAY AREA UASI MANAGEMENT TEAM POLICIES AND PROCEDURES MANUAL AND GRANTS MANUAL** (Discussion, Possible Action)  
Regional Grants Manager Mary Landers will present the Bay Area UASI Management Team Policies and Procedures Manual and the Grants Manual. *(Documents for this item are a report, a PowerPoint, and two appendices from Mary Landers.) 5 mins*
- 5. STAKEHOLDER FEEDBACK REPORT** (Discussion, Possible Action)  
Regional Program Manager Janell Myhre will present the Bay Area UASI Stakeholder Feedback Report. *(Document for this item is a report from Janell Myhre.) 5 mins*
- 6. URBAN SHIELD 2017 PLANNING UPDATE** (Discussion, Possible Action)  
Incident Commander Jack Tucker and Regional Program Manager Janell Myhre will present an update of the 2017 Urban Shield Full Scale Exercise. *(Documents for this item are a report and a PowerPoint from Jack Tucker and Janell Myhre.) 5 mins*
- 7. CYBERSECURITY PROGRAM ANALYSIS** (Discussion, Possible Action)  
Regional Project Manager Corey Reynolds will report the findings of the 2017 “Opportunities to Enhance Cybersecurity in the Bay Area” report. *(Documents for this item are a report and a PowerPoint from Corey Reynolds.) 5 mins*
- 8. NCRIC CYBER PROGRAM UPDATE** (Discussion, Possible Action)  
NCRIC Lead Analyst Alison Yakabe will present an update of the NCRIC Cyber Program. *(Documents for this item are a report and a PowerPoint from Alison Yakabe.) 5 mins*
- 9. BAY AREA UASI INTEROPERABILITY ANALYSIS** (Discussion, Possible Action)  
Regional Project Manager Corey Reynolds will present the results of an analysis of Bay Area first responder data interoperability. *(Documents for this item are a report and a PowerPoint from Corey Reynolds.) 5 mins*
- 10. FY15 BAY AREA UASI SPENDING REPORT** (Discussion, Possible Action)  
Chief Financial Officer Tristan Levardo will present the FY15 Spending Report for the Bay Area UASI. *(Document for this item is a report from Tristan Levardo.) 5 min*
- 11. ANNOUNCEMENTS-GOOD OF THE ORDER**
- 12. GENERAL PUBLIC COMMENT**  
Members of the Public may address the Approval Authority for up to three minutes on items within the jurisdiction of the Bay Area UASI Approval Authority.
- 13. ADJOURNMENT**

**If any materials related to an item on this agenda have been distributed to the Approval Authority members after distribution of the agenda packet, those materials are available for public inspection at the Bay Area UASI Management Office located at 711 Van Ness Avenue, Suite 420, San Francisco, CA 94102 during normal office hours, 8:00 a.m. - 5:00 p.m.**

**Public Participation:**

It is the policy of the Approval Authority to encourage and permit public participation and comment on matters within the Approval Authority's jurisdiction, as follows.

- *Public Comment on Agenda Items.* The Approval Authority will take public comment on each item on the agenda. The Approval Authority will take public comment on an action item before the Approval Authority takes action on that item. Persons addressing the Approval Authority on an agenda item shall confine their remarks to the particular agenda item. For each agenda item, each member of the public may address the Approval Authority once, for up to three minutes. The Chair may limit the public comment on an agenda item to less than three minutes per speaker, based on the nature of the agenda item, the number of anticipated speakers for that item, and the number and anticipated duration of other agenda items.
- *General Public Comment.* The Approval Authority shall include general public *comment* as an agenda item at each meeting of the Approval Authority. During general public comment, each member of the public may address the Approval Authority on matters within the Approval Authority's jurisdiction. Issues discussed during general public comment must not appear elsewhere on the agenda for that meeting. Each member of the public may address the Approval Authority once during general public comment, for up to three minutes. The Chair may limit the total general public comment to 30 minutes and may limit the time allocated to each speaker depending on the number of speakers during general public comment and the number and anticipated duration of agenda items.
- *Speaker Identification.* Individuals making public comment may be requested, but not required, to identify themselves and whom they represent.
- *Designated Public Comment Area.* Members of the public wishing to address the Approval Authority must speak from the public comment area.
- *Comment, Not Debate.* During public comment, speakers shall address their remarks to the Approval Authority as a whole and not to individual Approval Authority representatives, the General Manager or Management Team members, or the audience. Approval Authority Representatives and other persons are not required to respond to questions from a speaker. Approval Authority Representatives shall not enter into debate or discussion with speakers during public comment, although Approval Authority Representatives may question speakers to obtain clarification. Approval Authority Representatives may ask the General Manager to investigate an

issue raised during public comment and later report to the Approval Authority. The lack of a response by the Approval Authority to public comment does not necessarily constitute agreement with or support of comments made during public comment.

- *Speaker Conduct.* The Approval Authority will not tolerate disruptive conduct by individuals making public comment. Speakers who use profanity or engage in yelling, screaming, or other disruptive behavior will be directed to cease that conduct and may be asked to leave the meeting room.

### **Disability Access**

**The Bay Area UASI Approval Authority will hold its meeting at the Alameda County Sheriff's Office OES located at 4985 Broder Blvd. in Dublin, CA 94568.**

**In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the UASI Administrative Assistant, at least 24 hours prior to the meeting, at (415) 353-5223.**





**Bay Area UASI Program  
Approval Authority Meeting  
Thursday, July 13, 2017  
10:00 AM**

**LOCATION**

Alameda County Sheriff's Office OES  
4985 Broder Blvd., Dublin, CA 94568  
**OES Assembly Room**

**REGULAR MEETING MINUTES  
DRAFT**

**1. Roll Call**

UASI Chair Anne Kronenberg called the meeting to order at 10:03 AM and General Manager Craig Dzedzic subsequently took the roll. Chair Anne Kronenberg and Vice Chair Rich Lucia were present. Members Raemona Williams, Cathey Eide, Ray Riordan, Mike Casten, Gerry Malais, and Al Terrell were present. Members Ken Kehmna, Bob Doyle, and Trisha Sanchez were absent, but their alternates, respectively, Dana Reed, Dave Augustus, and Alma Zamora were present.

**2. Approval of the Minutes**

Chair Kronenberg asked for any comments or questions concerning the minutes from the May 11, 2017 meeting. Seeing none, she requested a motion to approve the minutes.

**Motion:** Approve the minutes from the May 11, 2017 Approval Authority Meeting.

**Moved:** Member Malais                      **Seconded:** Member Riordan

**Vote:** The motion was passed unanimously.

**3. General Manager's Report**

(a) FY 2017 UASI Grant Report

General Manager Craig Dziedzic presented to the Board the FY 2017 Notice of Funding Opportunity for the Department of Homeland Security Grant Programs. The Bay Area UASI net allocation was \$22,428,800 following an 18.55% retention from the State of California. There was no Sanctuary City language in the NOFO due to the pending Federal Court injunction.

(b) Homeland Security Conference

The National Homeland Security Conference took place in Buffalo, NY from June 6-9, 2017. A total of 17 attended from the Bay Area, including six members/alternates to the Approval Authority. The Management Team had three presentations. Next year's National Homeland Security Conference will take place in New York City July 10-12, 2018.

(c) Management Team Tracking Tool

There were no additions to the tracking tool.

**4. FY17 UASI Regional Projects**

Assistant General Manager Catherine Spaulding presented four Level Two regional projects recommended by the Management Team for funding. The four projects include: Access and Functional Needs Planning; Public Health/Medical Integration with Intelligence Gathering; Regional WebEOC Fusion with CalEOC; and a Regional Bay Area Mass Notification System Users Conference.

**Motion:** Approve UASI FY17 proposed Level Two regional projects.

**Moved:** Member Reed                      **Seconded:** Member Malais

**Vote:** The motion was passed unanimously.

**5. FY17 UASI Grant Allocations**

Assistant General Manager Catherine Spaulding presented the FY17 UASI grant allocations. She discussed total local funding available (\$23.2 million) and proposed amounts for regional projects (\$11.4 million), core cities (\$3 million), Management Team (\$3.3 million), and hubs (\$5.6 million).

**Motion:** Approve the FY17 Bay Area UASI grant allocations.

**Moved:** Member Lucia                      **Seconded:** Member Terrell

**Vote:** The motion was passed unanimously.

**6. FY17 Bay Area UASI Hub Projects**

Regional Program Manager Janell Myhre presented the hub-selected projects for the Bay Area UASI FY17 grant cycle. Projects will be funded at the hub level using the allocation amount and hub funding formula approved by the Approval Authority.

**Motion:** Approve the Bay Area UASI FY17 proposed hub projects.

**Moved:** Member Malais                      **Seconded:** Member Eide

**Vote:** The motion was passed unanimously.

**7. FY18 Asset Risk and Capability Assessment Update**

Project Manager Amy Ramirez presented an update of the asset risk and capability assessment phases of the Risk Management Program. Accomplishments include updated asset priority levels, completion of school asset prioritization, 12 jurisdiction-level capability assessments, and an electrical sub-sector update in Cal COP.

One member of the Board made a comment.

**8. FY18 Risk and Gap Analysis**

Assistant General Manager Catherine Spaulding presented the FY18 Risk and Gap Analysis. This report shows where gaps are greatest and risk level the highest by core capability in the Bay Area region. The Management Team produces the Risk and Gap Analysis on an annual basis to determine priority funding areas for the coming grant year.

One member of the public made a comment.

**9. FY18 Project Proposal Guidance**

Assistant General Manager Catherine Spaulding presented the Project Proposal Guidance for the FY18 UASI funding cycle. This document contains all requirements and procedures for the FY18 sub-recipient grant application, review, and approval process. The timeline and general approach of the process is consistent with prior years.

**Motion:** Approve the FY18 Project Proposal Guidance.

**Moved:** Member Reed                      **Seconded:** Member Lucia

**Vote:** The motion was passed unanimously.

One member of the Board made a comment.

**10. BayRICS JPA Quarterly Report**

BayRICS General Manager Barry Fraser provided a quarterly report of the strategic activities, progress, and future goals of the BayRICS Authority for June 2017 – August 2017. Mr. Fraser discussed the AT&T proposed service for FirstNet and how to submit comments during the California State comment period. Mr. Fraser also presented a list of CalFRN California priorities.

Four members of the Board made comments.

**11. UASI Travel Expenditures**

Chief Financial Officer Tristan Levardo reported the travel expenses by the Bay Area UASI for the period of January 1, 2017 to June 30, 2017.

**12. Announcements – Good of the Order**

Member Terrell announced his retirement from Sonoma County Fire and Emergency Services. Member Helgren will act as Sonoma County’s interim representative on the Approval Authority.

Member Helgren proposed to the Approval Authority to discuss planning in the event of withheld funds for the FY18 grant cycle as a result of sanctuary jurisdiction issues.

Chief Financial Officer Tristan Levardo announced a new financial system for the City and County of San Francisco that might cause some minor delays in processing financial claims within the next 30 days.

**13. General Public Comment**

One member of the public made a comment.

**14. Adjournment**

The meeting adjourned at 11:07 AM.



**To: Bay Area UASI Approval Authority**

**From: Craig Dzedzic, General Manager**

**Date: August 10, 2017**

**Re: Item 3: General Manager's Report**

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**Staff Recommendation:**

Staff recommends approving the updated Bay Area UASI Master Memorandum of Understanding (MOU) and the Bay Area UASI By-laws.

**Action or Discussion Items:**

- (a) Bay Area UASI Master MOU (Discussion and Action)
- (b) Bay Area UASI By-laws (Discussion and Action)
- (c) Management Team Tracking Tool and Future Agenda Items (Discussion Only)

**Discussion:**

**(a) Bay Area UASI Master MOU (Discussion and Action)**

The Bay Area UASI Master MOU sets forth the agreement among the ten Bay Area counties and/or cities (parties) relating to the application, allocation, and distribution of the federal Urban Areas Security Initiative (UASI) program. The parties updated the 2007 MOU in 2011 and again in 2013. The 2013 MOU is set to expire on December 1, 2017. The updated 2017 MOU will expire on November 30, 2021 and requires approval from the parties' respective Board of Supervisors.

Attached as Appendix A1 is a summary of all of the suggested changes to the MOU, which are mostly technical and non-substantive. Appendix A2 is the red-line version tracking all of the changes, and Appendix A3 is a clean-up version of the document that encompasses the changes.

**(B) Bay Area UASI By-laws (Discussion and Action)**

The Bay Area UASI By-laws govern the implementation of the Bay Area UASI Master MOU and

describe the duties and responsibilities of the General Manager and Management Team. The By-laws are consistent with the terms of the Bay Area UASI Master MOU, as well as the UASI Management Team Policies and Procedures Manual and Grants Manual.

Attached as Appendix B1 is a summary of all of the suggested changes to the By-laws, which are mostly technical and non-substantive. Appendix B2 is the red-line version tracking all of the changes, and Appendix B3 is a clean-up version of the document that encompasses the changes.

**(c) Management Team Tracking Tool and Future Agenda Items (Discussion Only)**

Attached as Appendix C is the Management Team Tracking Tool. Members may submit future agenda items to the General Manager.

## Summary of Changes to 2017 Master MOU

Section	Line Number	Change Notes
Intro	8	Updates commencement of MOU
Intro A	17	Adds "the Parties", "a Party"
Intro A	19	Adds "mitigation"
Intro D	40	Adds dates of all previous MOUs
Intro D	41	Adds the word "membership"
Intro D	43-45	Updates when the 2013 MOU expires and that this as a replacement MOU
1	56	Deleting Cal OES
1 a	62	Written Notice of Representatives goes to GM, not all Parties
1 e	78-79	Adds "mitigation" and "and hazards"
1 e i	83-85	Replaces Homeland Security Strategy with Goals and Objectives and THIRA
1 h	115	Replaces two-thirds vote with majority vote
2-11	130-189	Lists Parties in same order as start of MOU and deletes Cal OES representation
12 a	188-189	Replaces "Risk and Capability Assessment process" with Risk Management Program
12 b	190-191	Deletes "any advisory groups"
13 d	206	Clarifies that while SF is fiscal agent, GM will be a City employee, not a contractor
15 d	271-72	GM annual performance evaluation will have input from the Approval Authority in addition to CCSF's evaluation
16	279	Bylaws may be adopted and amended by a majority vote of the Approval Authority
19	318-320	Updates the Effective dates of the MOU
25	361-363	Uses MOU dates instead of Jurisdiction names
28 a	377-497	Updates all contact information
28c	503	Any changes to Parties is sent to GM and not everyone

MEMORANDUM OF UNDERSTANDING  
AMONG

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

This Memorandum of Understanding (“MOU”) dated **DECEMBER 1, 20132017**, sets forth the agreements of the **City of Oakland, City of San Jose, City and County of San Francisco, County of Alameda, County of Contra Costa, County of Marin, County of Monterey, County of San Mateo, County of Santa Clara and County of Sonoma** relating to the application for and allocation and distribution of federal Urban Areas Security Initiative (“UASI”) Program grant funds and other regional grant funds.

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

- A. The above named cities and counties (collectively, the “Parties” and individually, a “Party”) ~~the “Parties”~~ are committed to regional cooperation and coordination in building and sustaining capabilities to provide the greatest capability for prevention, protection, mitigation, response, and recovery from threats or acts of terrorism and other catastrophic events in the Bay Area region in accordance with grant guidelines. The Bay Area UASI includes the jurisdictions as defined by the U.S. Department of Homeland Security.
- B. Beginning in 2006, the U.S. Department of Homeland Security (“DHS”) utilized a “core-city, core-county” concept to determine risk and allocate grant funds. The jurisdictions in the Bay Area UASI used that same concept to establish the Bay Area UASI Approval Authority (“Approval Authority”) as the Urban Area Working Group (“UAWG”) for the Bay Area UASI, comprised of Representatives from the Urban Area’s core cities and counties. In 2008 and subsequent years, DHS used the U.S. Census-determined Metropolitan Statistical Area as a component of its risk methodology and specified that the UAWG take a regional approach to establish representation and membership.
- C. In 2006, the core cities and counties of the Bay Area Urban Area – the City and County of San Francisco, the City of Oakland, the City of San Jose, the County of Alameda and the County of Santa Clara – approved a Memorandum of Understanding (“2006 MOU”), followed by a 2007 Memorandum of Understanding (“2007 MOU”), that established the objectives, governance structure, responsibilities, reporting structure, and financial agreements to be used in applying for UASI and other federal homeland security grant funding.
- D. The Parties updated the 2007 MOU in 2011, and updated the -2011 MOU in 2013. Such updates pertained to regarding the objectives, governance structure, membership, responsibilities, reporting structure, and financial arrangements used by the Bay Area UASI in applying for, allocating and distributing UASI Program grant funding, and other regional grant funds. -(“2011 MOU”).—The 2011-2013 MOU is set to expire on December 1, 20132017. The Parties intend



45 that this MOU shall, upon its Effective Date, supersede and replace the ~~2011-2013~~ MOU in its  
46 entirety.

47 ACCORDINGLY, the Parties agree as follows:

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49 1. Bay Area UASI Region Approval Authority: The Bay Area UASI Region Approval Authority  
50 (“Approval Authority”) shall continue for the purposes and on the terms and conditions  
51 set forth below.

52  
53 a. Membership. The Parties shall appoint Members to the Approval Authority as  
54 follows: City of Oakland, City of San Jose, City and County of San Francisco, County  
55 of Alameda, County of Contra Costa, County of Marin, County of Monterey, County  
56 of San Mateo, County of Santa Clara, ~~and~~ County of Sonoma, ~~and, as a non-voting~~  
57 ~~Member, California Office of Emergency Services (Cal OES).~~

58  
59 Selection of Representatives. Each Party is responsible for selecting primary and  
60 alternate Representatives to the Approval Authority. Each Party shall select its own  
61 Representatives. Each Party shall designate its Representatives, and may change a  
62 Representative designation, by written notice as specified under this MOU, to ~~all~~  
63 ~~Parties and~~ the General Manager.

64  
65 b. Membership Eligibility Requirements. Each Party must be willing and legally able to  
66 accept and manage federal homeland security grant funds.

67  
68 c. Authority of Representatives. Each Party’s primary and alternate Representatives  
69 shall be authorized to take action for and speak on behalf of the Party.

70  
71 d. Attendance Requirement. If a Party fails to send a Representative to two or more  
72 Approval Authority meetings in a calendar year, the Approval Authority may remove  
73 that Party as a Member of the Approval Authority by a two-thirds vote. In the event  
74 of such a vote, the Party in question will not be eligible to vote on said issue.

75  
76 e. Purpose. The purpose of the Approval Authority is to provide effective direction and  
77 governance for grant programs under the jurisdiction of the Approval Authority, and  
78 to coordinate a regional approach to prevention, protection, mitigation, response  
79 and recovery to homeland security threats ~~and hazards~~ in accordance with DHS  
80 grant guidelines. To the extent consistent with grant program requirements, the  
81 Approval Authority shall:

82  
83 i. Approve the Bay Area UASI ~~region homeland security strategy~~Goals and  
84 Objectives and THIRA (Threat and Hazards Identification and Risk Assessment),  
85 which shall provide focus to grant investments, ~~which shall determine the~~  
86 focus of the Bay Area UASI program.

87 ii. Adopt a regional risk management framework to administer the UASI  
88 Homeland Security Grant Program, and related grants, consistent with the

- 89 grant guidelines and direction provided by the U.S. Department of Homeland  
90 Security (DHS) and the California Office of Emergency Services (Cal OES).  
91 iii. Approve grant allocation methodologies.  
92 iv. Approve all UASI Program and related grant applications.  
93 v. Approve allocation and distribution of grant funds under the jurisdiction of the  
94 Approval Authority.  
95 vi. Approve an annual budget for the Bay Area UASI Management Team, based  
96 on a July 1 – June 30 Fiscal Year.  
97 vii. Approve the establishment, purpose, and membership of any advisory bodies  
98 whose purpose is to advise the Approval Authority.  
99

100 f. Representatives’ Roles and Responsibilities. Each Approval Authority  
101 Representative shall:

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103 i. Be prepared for and attend all Approval Authority meetings.  
104 ii. Communicate with his or her jurisdiction’s management staff and  
105 stakeholders about the discussions and decisions of the Approval Authority,  
106 as permitted by law.  
107

108 g. Urban Area Working Group (UAWG). The Approval Authority shall constitute the  
109 primary UAWG for the UASI region, with support from the UASI General Manager  
110 and UASI Management Team.  
111

112 h. Other Federal Grants. The Approval Authority may decide to apply the agreements,  
113 structures, processes and mechanisms specified in this MOU in applying for,  
114 allocating and distributing other types of federal grant funding for the Bay Area UASI  
115 region. Any such decision shall be by a two thirds majority vote of the Approval  
116 Authority.

117 ~~and may include a special designation of an alternative Fiscal Agent.~~  
118

119 h.i. Voting. The Approval Authority shall vote according to the following procedures:

- 120  
121 i. All votes of the Approval Authority shall require a majority vote for passage of  
122 any item, unless a higher threshold is specified in this MOU or set by the  
123 Approval Authority in its By-laws.  
124 ii. Each Representative shall have one vote.  
125 iii. Each Representative present at a meeting shall vote “yes” or “no” when a  
126 question is put, unless excused from voting by a motion adopted by a majority  
127 of the Members.  
128 iv. Approval Authority Representatives shall disclose any conflict of interest  
129 involved in their voting on an item, and shall, if necessary, request to be  
130 excused from the vote on that item.  
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h.j. Quorum. A quorum shall consist of the majority of the Representatives on the Approval Authority. A quorum is at least six voting Representatives. The Approval Authority may not meet or conduct official business in the absence of a quorum.

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

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

2.4. City and County of San Francisco Obligations. During the term of this MOU, San Francisco will provide the following services to the Approval Authority:

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

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

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

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

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

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

175 5.10. San Mateo County Obligations: During the term of this MOU, San Mateo County  
176 shall designate one primary individual and one alternate as a full voting Member of the  
177 Approval Authority.  
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179 6.11. Sonoma County Obligations: During the term of this MOU, Sonoma County shall  
180 designate one primary individual and one alternate as a full voting Member of the  
181 Approval Authority.  
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184 7.12. Obligations of All Parties. All Parties shall:  
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- 186 a. Participate in the implementation of regional projects and initiatives within the Bay  
187 Area Urban Area that are consistent with the mission and decisions of the Approval  
188 Authority, including participation in the Risk ~~and Capability Assessment~~ Management  
189 Program ~~process~~ on an annual basis.
- 190 b. Provide personnel with subject-matter expertise to participate on ~~any advisory~~  
191 ~~groups or~~ working groups established by the Approval Authority and/or the General  
192 Manager. Such personnel shall be authorized to take action for and speak on behalf  
193 of the Party.  
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195 ~~8. California Office of Emergency Services: During the term of this MOU, Cal OES will~~  
196 ~~designate one individual to serve in a non-voting advisory capacity to ensure~~  
197 ~~consistency in strategies and initiatives that support homeland security programs.~~  
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199 9.13. General Manager.  
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- 201 a. The Approval Authority shall establish the minimum qualifications for the General  
202 Manager position, and may establish desired and preferred qualifications.
- 203 b. The Approval Authority shall select a General Manager.
- 204 c. The General Manager shall be an employee or contractor of the Fiscal Agent.
- 205 d. While the City and County of San Francisco is the Fiscal Agent, the General Manager  
206 will be an ~~employee~~ employee, and not a contractor, of San Francisco, ~~not a~~  
207 ~~contractor~~.
- 208 e. The employing jurisdiction is responsible for the work of the General Manager, and  
209 for directing and managing that work consistent with the duties determined and  
210 established by the Approval Authority. Nothing in this Agreement is intended to  
211 interfere with the right of the employing jurisdiction to take employment action  
212 regarding the employee assigned as General Manager, including but not limited to  
213 imposing discipline up to and including termination of employment.
- 214 f. The individual selected by the Approval Authority shall be assigned to work full-time  
215 as the General Manager. The General Manager position shall be funded through  
216 grant funds.

217 g. Nothing in this MOU is intended to interfere with the right of the Approval Authority  
218 to remove the General Manager from his or her role as the General Manager of the  
219 Bay Area UASI Management Team.

220 ~~10-14.~~ UASI Management Team.

221  
222 a. In consultation with the Approval Authority, the General Manager may select  
223 employees of the Parties or independent contractors to serve on the Management  
224 Team. The salaries of those employees assigned to serve on the Management Team  
225 shall be funded through grant funds. Nothing in this MOU is intended to interfere  
226 with the right of an employing jurisdiction to take employment action regarding an  
227 employee assigned to the Management Team, including but not limited to imposing  
228 discipline up to and including termination of employment.

229 ~~b.~~ The General Manager is responsible for the work of employees assigned to the  
230 Management Team, and for directing and managing that work consistent with the  
231 general duties determined and established by the General Manager with the  
232 employing jurisdiction.

233 ~~e.b.~~

234 11-15. Grants and Contracts Awarded for UASI Grant-Funded Projects. On behalf of, and by  
235 a vote of the Approval Authority, the Fiscal Agent may apply for federal grant funding  
236 for the UASI region. All grants and contracts awarded using UASI Program grant funds  
237 received by the UASI region shall conform to all applicable federal and state grant and  
238 contracting requirements.

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240 a. Fiscal Agent. The City and County of San Francisco shall be the Fiscal Agent for the  
241 Bay Area UASI, notwithstanding that another Party Jurisdiction may indicate its  
242 desire to become the Fiscal Agent and may become the Fiscal Agent pursuant to the  
243 process determined in the By-laws. The Fiscal Agent shall serve as the sub-grantee  
244 for funds granted by DHS and Cal OES to the Bay Area Urban Area. The Fiscal Agent  
245 shall provide all financial services and establish procedures and execute sub-  
246 recipient agreements for the distribution of grant funds to jurisdictions selected by  
247 the Approval Authority to receive grant funds. The Parties understand that until the  
248 Fiscal Agent and a sub-recipient jurisdiction fully and finally execute a sub-recipient  
249 agreement, the Fiscal Agent shall have no obligation to disburse grant funds to that  
250 jurisdiction. The Parties acknowledge and agree that grant decisions are subject to  
251 the discretion and decision-making of Cal OES and the Approval Authority. A Party  
252 or other sub recipient jurisdiction that takes any action, informal or formal, to  
253 appropriate, encumber or expend grant funds before final allocation decisions by Cal  
254 OES and the Approval Authority, and before a sub recipient agreement is fully and  
255 finally executed with the Fiscal Agent, assumes all risk of possible non-allocation or  
256 non-reimbursement of funds.

257 b. All requests for funding or reimbursement from the Fiscal Agent shall meet any  
258 guidelines and requirements established by the Fiscal Agent. The guidelines may  
259 include requirements for record keeping, internal audits, signature authority for

260 approval of reimbursement requests, submission of financial reports, and  
261 compliance with professional accounting standards. The Fiscal Agent may recover  
262 eligible costs for legal, financial, and other services through the grants administered  
263 by the Fiscal Agent.

264 c. A Member who is a signatory to this Memorandum of Understanding and who has  
265 met all the requirements to hold a seat on the Approval Authority may request to be  
266 considered by the remaining Members of the Approval Authority to assume the role  
267 of Fiscal Agent at any time during the term of this Memorandum of Understanding.  
268 The Approval Authority shall consider the application, along with any applications of  
269 other Members, according to the process contained in the By-laws.

270 d. The City and County of San Francisco, as the Fiscal Agent, will file a performance  
271 evaluation for the General Manager ~~based with input from the upon the evaluation~~  
272 ~~completed by the~~ Approval Authority, on an annual basis pursuant to the Human  
273 Resources Rules of the City and County of San Francisco.

274

275 12.16. By-laws. The Approval Authority shall promulgate By-laws to govern  
276 implementation of this MOU, and to set duties and responsibilities for the General  
277 Manager and Management Team. The By-laws shall be consistent with the terms of this  
278 MOU. Wherever the By-laws conflict with the MOU, the MOU controls. The By-laws  
279 may be adopted and amended by a ~~two-thirds~~ majority vote of the Approval Authority.

280

281 13.17. Indemnification. In lieu of and notwithstanding the pro rata risk allocation that  
282 might otherwise be imposed between the Parties pursuant to Government Code Section  
283 895.6, the Parties agree that all Losses (as defined below) incurred by a Party in  
284 connection with this MOU or the activities contemplated by this MOU shall not be  
285 shared pro rata but instead the Parties agree that pursuant to Government Code Section  
286 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties,  
287 including, without limitation, their officers, board members, employees and agents,  
288 harmless from any Losses imposed for injury (as defined by Government Code Section  
289 810.8) arising in connection with the negligent acts or omissions or willful misconduct of  
290 the indemnifying Party, including, without limitation, its officers, board members,  
291 employees or agents, under or in connection with or arising out of any work, authority  
292 or jurisdiction delegated to such Party under this Agreement. No Party, including,  
293 without limitation, any officer, board member, employee or agent thereof, shall be  
294 responsible for any Losses occurring by reason of the negligent acts or omissions or  
295 willful misconduct of other Parties hereto, including, without limitation, their officers,  
296 board members, employees or agents, under or in connection with or arising out of any  
297 work, authority or jurisdiction delegated to such other Parties under this Agreement.  
298 For purposes of this Section, Losses shall mean any and all claims, demands, losses,  
299 liabilities, damages (including foreseeable and unforeseeable consequential damages to  
300 the extent arising from third party claims), liens, obligations, interest, injuries, penalties,  
301 fines, lawsuits and other proceedings, judgments and awards and costs and expenses  
302 (including, without limitation, reasonable attorneys' fees and costs, and consultants'

303 fees and costs) of whatever kind or nature, known or unknown, contingent or  
304 otherwise.

305  
306 14-18. Conflicts of Interest. If and when a Party identifies an actual or potential conflict of  
307 interest among one or more of the Parties, that Party shall send written notification to  
308 all Parties. The Party with the actual or potential conflict shall respond to the notice  
309 within three business days. The response shall indicate whether the Party agrees or  
310 disagrees that a conflict exists. If the Party agrees, that Party may take appropriate  
311 action to cure the conflict, if possible, and shall describe its corrective actions in its  
312 response. If a Party disagrees, or cannot ~~to~~ cure an actual conflict, the Approval  
313 Authority shall meet on the conflict within not less than 30 calendar days of the initial  
314 notice, in an effort to resolve the conflict. The Approval Authority shall schedule a  
315 special meeting if necessary to meet this timeline. All notices under this section shall be  
316 provided under Section 28, Notices.

317  
318 15-19. Effective Date and Term. This MOU shall take effect on **December 1, 2013-2017**  
319 (“Effective Date”) and shall remain in effect through November 30, until December 1,  
320 **2017-2021**, unless sooner terminated as provided below (“Term”).

321  
322 16-20. Termination.  
323  
324 a. Any Party may terminate its participation in this MOU by providing 30\_-days\_  
325 advance written notice of its termination to all Parties and the General Manager.  
326 That Party shall fulfill any grant-related or contractual obligations to the Fiscal  
327 Agent. This MOU shall continue in effect between the remaining Parties.  
328 b. The Approval Authority may terminate any Party’s participation in this MOU by a  
329 two-thirds vote, due to failure of the Party to meet the membership eligibility  
330 requirements under Section 1 of this MOU. A Pparty whose membership in the  
331 MOU is terminated must still fulfill any grant-related or contractual obligations to  
332 the Fiscal Agent.  
333 c. The Approval Authority may terminate this MOU at any time, for convenience and  
334 without cause, by unanimous vote. Any such action of the Approval Authority shall  
335 specify the date on which the termination shall be effective, which date shall be at  
336 least six months from the date of the Approval Authority’s action to terminate the  
337 MOU.

338  
339 17-21. Jurisdiction and Venue. The laws of the State of California shall govern the  
340 interpretation and performance of this MOU. Venue for any litigation relating to the  
341 formation, interpretation or performance of this MOU shall be in San Francisco, CA.  
342

343 18-22. Modification. This MOU may not be modified, nor may compliance with any of its  
344 terms be waived, except by written instrument executed and approved in the same  
345 manner as this MOU.  
346



347 19-23. Cooperative Drafting. This MOU has been drafted through a cooperative effort of  
348 the Parties, and all Parties have had an opportunity to have the MOU reviewed and  
349 revised by legal counsel. No Party shall be considered the drafter of this MOU, and no  
350 presumption or rule that an ambiguity shall be construed against the Party drafting the  
351 clause shall apply to the interpretation or enforcement of this MOU.

352  
353 20-24. Survival of Terms. The obligations of the Parties and the terms of the following  
354 provisions of this Agreement shall survive and continue following expiration or  
355 termination of this Agreement: Section 18.

356  
357 21-25. Complete Agreement. This is a complete agreement and supersedes any prior oral  
358 or written agreements of the Parties regarding the subject matter of this MOU,  
359 including but not limited to the process for applying for and distributing grant funding  
360 for the Bay Area Urban Area. Without limiting the foregoing, this MOU supersedes the  
361 Memorandum of Understanding ~~between City and County of San Francisco, City of San~~  
362 ~~Jose, City of Oakland, Alameda County, and Santa Clara County,~~ dated December 1,  
363 ~~2011~~201306 and the 2007 MOU, the 2011 MOU, and the 2013 MOU.

364  
365 22-26. Severability. Should the application of any provision of this MOU to any particular  
366 facts or circumstances be found by a court of competent jurisdiction to be invalid or  
367 unenforceable, then (a) the validity of other provisions of this MOU shall not be  
368 affected or impaired thereby, and (b) such provision shall be enforced to the maximum  
369 extent possible so as to effect the intent of the Parties and shall be reformed without  
370 further action by the Parties to the extent necessary to make such provision valid and  
371 enforceable.

372  
373 23-27. Counterparts. This MOU may be executed in several counterparts, each of which is  
374 an original and all of which constitutes but one and the same instrument.

375  
376 24-28. Notice.

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

378  
379 If to the **City and County of San Francisco**, to:

380 Anne Kronenberg, Executive Director

381 Department of Emergency Management

382 1011 Turk Street

383 San Francisco, CA 94102

384 (415) 558-~~3800~~2745

385 [Anne.kronenberg@sfgov.org](mailto:Anne.kronenberg@sfgov.org)

386  
387 and

388 ~~Raemona Williams~~Raymond Guzman, -Deputy Chief of Administration

389 San Francisco Fire Department

390 698 Second Street



391 San Francisco, CA 94107  
392 [\(415\) 558-3411](tel:(415)558-3411)  
393 ~~(415) 558-3411~~  
394 [raemona.williams@sfgov.org](mailto:raemona.williams@sfgov.org)

395 ~~v.org~~  
396 [raymond.guzman@sfgov.org](mailto:raymond.guzman@sfgov.org)

397  
398 If to the **City of Oakland**, to:

399  
400 [Cathey Eide](#)~~Renee A. Domingo, Director of Emergency Services~~[Emergency Services](#)  
401 [Manager](#)  
402 [Oakland Fire Department](#)

403  
404 1605 Martin Luther King Jr. Way, 2nd Floor  
405 Oakland, CA 94612  
406 (510) 238-~~3939~~[6069](tel:5102386069)  
407 ~~RADomingo@oaklandnet.com~~[ceide@oaklandnet.com](mailto:ceide@oaklandnet.com)

408  
409  
410 If to the **City of San Jose**, to:

411  
412 [Christopher A. Godley](#)~~Jeffrey Marozick, CEM, Director of Emergency Services~~[Deputy](#)  
413 [Chief](#)[Raymond Riordan, Director](#)  
414 [Office of Emergency Services](#)  
415 [San Jose Police Department](#)  
416 ~~855 North San Pedro Street, #404~~[201 W. Mission Street](#)[855 N. San Pedro St. 4<sup>th</sup>](#)  
417 [Floor](#)

418  
419 San José, CA 95110-~~1718~~  
420 (408) ~~277-45955176~~[794-7055](tel:4082777947055)  
421 **Error! Hyperlink reference not**  
422 [valid.Christopher.godley@sanjoseca.gov](mailto:christopher.godley@sanjoseca.gov)[jeffrey.marozickray.riordank@sanjoseca.gov](mailto:jeffrey.marozickray.riordank@sanjoseca.gov)

423  
424  
425 If to **Alameda County**, to:

426 Richard T. Lucia, Undersheriff  
427 Alameda County Sheriff's Office  
428 1401 Lakeside Drive 12th Floor  
429 Oakland, CA 94612  
430 (510) 272-6868-~~Office~~  
431 [rlucia@acgov.org](mailto:rlucia@acgov.org)

434 If to **Contra Costa County**, to:  
435 Mike Casten, Undersheriff  
436 Contra Costa County Sheriff's Office  
437 651 Pine Street, 7<sup>th</sup> Floor  
438 Martinez, CA 94553  
439 (925) 335-15142  
440 [mcast@so.cccounty.us](mailto:mcast@so.cccounty.us)  
441

442  
443 If to **Marin County**, to:  
444 ~~Bob~~[Robert Doyle](#)~~Dave Augustus~~, [Sheriff Captain](#)  
445 Marin County Sheriff's Office  
446 3501 Civic Center Drive #145  
447 San Rafael, CA 94903  
448 (415) 473-7250  
449 ~~daugustus@marinsheriff.org~~[rdoyle@co.marin.ca.us](mailto:rdoyle@co.marin.ca.us)  
450

451  
452 If to **Monterey County**, to:  
453  
454 [Gerry Malais](#)~~Sherrrie L. Collins~~, Emergency Services Manager  
455 Office of Emergency Services  
456 ~~1322 Natividad Road~~[1414 Natividad Road](#)  
457  
458 Salinas, CA 93906  
459 (831) 796-1901  
460 ~~collinsSL@co.monterey.ca.us~~[malaisg@co.monterey.ca.us](mailto:malaisg@co.monterey.ca.us)  
461

462  
463 If to **San Mateo County**, to:  
464 [Trisha Sanchez](#)~~Carlos G. Bolanos~~, Undersheriff  
465 San Mateo County Sheriff's Office  
466 400 County Center, [3<sup>rd</sup> Floor](#)  
467 Redwood City, CA 94063  
468 (650) 599-1662  
469 ~~cbolanos@co-sanmateo.ca.us~~[ustsanchez@smcgov.org](mailto:ustsanchez@smcgov.org)  
470

471  
472 If to **Santa Clara County**, to:  
473 Ken Kehmna, Fire Chief  
474 [Santa Clara County Fire Department](#)  
475 70 W. Hedding Street  
476 San Jose, CA 95110  
477 (408) 378-4010

478 [ken.kehmna@cnt.sccgov.org](mailto:ken.kehmna@cnt.sccgov.org)

479

480

481 If to **Sonoma County**, to:

482 ~~Al Terrell, Fire Chief~~ [Christopher Helgren, Emergency Manager](mailto:Christopher.Helgren@sonoma-county.org)

483 Sonoma County Fire and Emergency Services Department

484 2300 County Center Drive, Suite ~~221A~~[220B](#)

485 Santa Rosa, CA 95403

486 (707) 565-1152

487 ~~al.terrell@sonoma-county.org~~ [Christopher Helgren@sonoma-county.org](mailto:Christopher.Helgren@sonoma-county.org)

488

489

490 If to ~~Cal OES~~, to:

491 ~~Brendan Murphy, Assistant Secretary~~

492 ~~California Office of Emergency Services~~

493 ~~3650 Schriever Ave.~~

494 ~~Mather, CA 95655~~

495 ~~(916) 322-2785~~

496 ~~Brendan.murphy@calema.ca.gov~~

497

498 b. Notices shall be deemed given when received if given in person, by facsimile or  
499 by electronic means (if a record of receipt is kept by the sending party showing  
500 the date and time of receipt) or three (3) days following deposit in the United  
501 States Mail, postage prepaid, to the addressees set forth in subsection (a) above.

502 c. Any Party may change its contact individual and/or address for notice by giving  
503 written notice of the change to ~~the other Parties and~~ the General Manager.

504

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

507

508 The undersigned approve the terms and conditions of this MOU.

509

510 **City ~~and County of San Francisco~~ of Oakland, California**

511

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

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

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

515

516 City of ~~Oakland~~ San Jose, California

517

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

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

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

521

522 **City of ~~San Jose~~ and County of San Francisco, California**

523

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

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

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

527

528 ~~Alameda County~~ County of Alameda, California

529

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

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

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

533

534 ~~Contra Costa County~~ County of Contra Costa, California

535

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

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

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

539



540 ~~Marin County~~ **County of Marin, California**

541

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

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

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

545

546 ~~Monterey County~~County of Monterey, California

547

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

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

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

551

552 ~~San Mateo County~~ County of San Mateo, California

553

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

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

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

557

558 ~~Santa Clara County~~ **County of Santa Clara, California**

559

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

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

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

563

564 ~~Senoma County~~ County of Sonoma, California

565

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

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

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

569 2838175.1

MEMORANDUM OF UNDERSTANDING  
AMONG

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

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

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

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

45 ACCORDINGLY, the Parties agree as follows:  
46

47 1. Bay Area UASI Region Approval Authority: The Bay Area UASI Region Approval Authority  
48 (“Approval Authority”) shall continue for the purposes and on the terms and conditions  
49 set forth below.  
50

51 a. Membership. The Parties shall appoint Members to the Approval Authority as  
52 follows: City of Oakland, City of San Jose, City and County of San Francisco, County  
53 of Alameda, County of Contra Costa, County of Marin, County of Monterey, County  
54 of San Mateo, County of Santa Clara, and County of Sonoma.  
55

56 Selection of Representatives. Each Party is responsible for selecting primary and  
57 alternate Representatives to the Approval Authority. Each Party shall select its own  
58 Representatives. Each Party shall designate its Representatives, and may change a  
59 Representative designation, by written notice as specified under this MOU, to the  
60 General Manager.  
61

62 b. Membership Eligibility Requirements. Each Party must be willing and legally able to  
63 accept and manage federal homeland security grant funds.  
64

65 c. Authority of Representatives. Each Party’s primary and alternate Representatives  
66 shall be authorized to take action for and speak on behalf of the Party.  
67

68 d. Attendance Requirement. If a Party fails to send a Representative to two or more  
69 Approval Authority meetings in a calendar year, the Approval Authority may remove  
70 that Party as a Member of the Approval Authority by a two-thirds vote. In the event  
71 of such a vote, the Party in question will not be eligible to vote on said issue.  
72

73 e. Purpose. The purpose of the Approval Authority is to provide effective direction and  
74 governance for grant programs under the jurisdiction of the Approval Authority, and  
75 to coordinate a regional approach to prevention, protection, mitigation, response  
76 and recovery to homeland security threats and hazards in accordance with DHS  
77 grant guidelines. To the extent consistent with grant program requirements, the  
78 Approval Authority shall:  
79

80 i. Approve the Bay Area UASI Goals and Objectives and THIRA (Threat and  
81 Hazards Identification and Risk Assessment), which shall provide focus to grant  
82 investments

83 ii. Adopt a regional risk management framework to administer the UASI  
84 Homeland Security Grant Program, and related grants, consistent with the  
85 grant guidelines and direction provided by the U.S. Department of Homeland  
86 Security (DHS) and the California Office of Emergency Services (Cal OES).

87 iii. Approve grant allocation methodologies.

88 iv. Approve all UASI Program and related grant applications.

- 89 v. Approve allocation and distribution of grant funds under the jurisdiction of the  
90 Approval Authority.
- 91 vi. Approve an annual budget for the Bay Area UASI Management Team, based  
92 on a July 1 – June 30 Fiscal Year.
- 93 vii. Approve the establishment, purpose, and membership of any advisory bodies  
94 whose purpose is to advise the Approval Authority.
- 95
- 96 f. Representatives’ Roles and Responsibilities. Each Approval Authority  
97 Representative shall:
- 98
- 99 i. Be prepared for and attend all Approval Authority meetings.
- 100 ii. Communicate with his or her jurisdiction’s management staff and  
101 stakeholders about the discussions and decisions of the Approval Authority,  
102 as permitted by law.
- 103
- 104 g. Urban Area Working Group (UAWG). The Approval Authority shall constitute the  
105 primary UAWG for the UASI region, with support from the UASI General Manager  
106 and UASI Management Team.
- 107
- 108 h. Other Federal Grants. The Approval Authority may decide to apply the agreements,  
109 structures, processes and mechanisms specified in this MOU in applying for,  
110 allocating and distributing other types of federal grant funding for the Bay Area UASI  
111 region. Any such decision shall be by a majority vote of the Approval Authority.
- 112
- 113 i. Voting. The Approval Authority shall vote according to the following procedures:
- 114
- 115 i. All votes of the Approval Authority shall require a majority vote for passage of  
116 any item, unless a higher threshold is specified in this MOU or set by the  
117 Approval Authority in its By-laws.
- 118 ii. Each Representative shall have one vote.
- 119 iii. Each Representative present at a meeting shall vote “yes” or “no” when a  
120 question is put, unless excused from voting by a motion adopted by a majority  
121 of the Members.
- 122 iv. Approval Authority Representatives shall disclose any conflict of interest  
123 involved in their voting on an item, and shall, if necessary, request to be  
124 excused from the vote on that item.
- 125
- 126 j. Quorum. A quorum shall consist of the majority of the Representatives on the  
127 Approval Authority. A quorum is at least six voting Representatives. The Approval  
128 Authority may not meet or conduct official business in the absence of a quorum.
- 129
- 130 2. City of Oakland Obligations. During the term of this MOU, Oakland shall designate one  
131 primary individual and one alternate as a full voting Member of the Approval Authority.



- 132 3. City of San Jose Obligations. During the term of this MOU, San Jose shall designate one  
133 primary individual and one alternate as a full voting Member of the Approval Authority.  
134
- 135 4. City and County of San Francisco Obligations. During the term of this MOU, San  
136 Francisco will provide the following services to the Approval Authority:  
137 a. Designate two primary Representatives and two alternates as full voting Members  
138 of the Approval Authority.  
139 b. Serve as the UASI region point of contact with the U.S. Department of Homeland  
140 Security (DHS) and California Office of Emergency Services (Cal OES) in connection  
141 with grants under the jurisdiction of the Approval Authority.  
142 c. Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval  
143 Authority during the term of this MOU, notwithstanding that another Party may  
144 indicate its desire to become the Fiscal Agent and may become the Fiscal Agent  
145 pursuant to the process determined in the By-laws.  
146
- 147 5. Alameda County Obligations. During the term of this MOU, Alameda County shall  
148 designate one primary individual and one alternate as a full voting Member of the  
149 Approval Authority.  
150
- 151 6. Contra Costa County Obligations. During the term of this MOU, Contra Costa County  
152 shall designate one primary individual and one alternate as a full voting Member of the  
153 Approval Authority.  
154
- 155 7. Marin County Obligations: During the term of this MOU, Marin County shall designate  
156 one primary individual and one alternate as a full voting Member of the Approval  
157 Authority.  
158
- 159 8. Monterey County Obligations: During the term of this MOU, Monterey County shall  
160 designate one primary individual and one alternate as a full voting Member of the  
161 Approval Authority.  
162
- 163 9. San Mateo County Obligations: During the term of this MOU, San Mateo County shall  
164 designate one primary individual and one alternate as a full voting Member of the  
165 Approval Authority.  
166
- 167 10. Santa Clara County Obligations: During the term of this MOU, Santa Clara County shall  
168 designate one primary individual and one alternate as a full voting Member of the  
169 Approval Authority.  
170
- 171 11. Sonoma County Obligations: During the term of this MOU, Sonoma County shall  
172 designate one primary individual and one alternate as a full voting Member of the  
173 Approval Authority.  
174
- 175 12. Obligations of All Parties. All Parties shall:

- 176 a. Participate in the implementation of regional projects and initiatives within the Bay  
177 Area Urban Area that are consistent with the mission and decisions of the Approval  
178 Authority, including participation in the Risk Management Program on an annual  
179 basis.  
180 b. Provide personnel with subject-matter expertise to participate on working groups  
181 established by the Approval Authority and/or the General Manager. Such personnel  
182 shall be authorized to take action for and speak on behalf of the Party.  
183

184 13. General Manager.  
185

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

204 14. UASI Management Team.  
205

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

- 218 15. Grants and Contracts Awarded for UASI Grant-Funded Projects. On behalf of, and by a  
219 vote of the Approval Authority, the Fiscal Agent may apply for federal grant funding for  
220 the UASI region. All grants and contracts awarded using UASI Program grant funds  
221 received by the UASI region shall conform to all applicable federal and state grant and  
222 contracting requirements.  
223
- 224 a. Fiscal Agent. The City and County of San Francisco shall be the Fiscal Agent for the  
225 Bay Area UASI, notwithstanding that another Party may indicate its desire to  
226 become the Fiscal Agent and may become the Fiscal Agent pursuant to the process  
227 determined in the By-laws. The Fiscal Agent shall serve as the sub-grantee for funds  
228 granted by DHS and Cal OES to the Bay Area Urban Area. The Fiscal Agent shall  
229 provide all financial services and establish procedures and execute sub- recipient  
230 agreements for the distribution of grant funds to jurisdictions selected by the  
231 Approval Authority to receive grant funds. The Parties understand that until the  
232 Fiscal Agent and a sub-recipient jurisdiction fully and finally execute a sub-recipient  
233 agreement, the Fiscal Agent shall have no obligation to disburse grant funds to that  
234 jurisdiction. The Parties acknowledge and agree that grant decisions are subject to  
235 the discretion and decision-making of Cal OES and the Approval Authority. A Party  
236 or other sub recipient jurisdiction that takes any action, informal or formal, to  
237 appropriate, encumber or expend grant funds before final allocation decisions by Cal  
238 OES and the Approval Authority, and before a sub recipient agreement is fully and  
239 finally executed with the Fiscal Agent, assumes all risk of possible non-allocation or  
240 non-reimbursement of funds.
- 241 b. All requests for funding or reimbursement from the Fiscal Agent shall meet any  
242 guidelines and requirements established by the Fiscal Agent. The guidelines may  
243 include requirements for record keeping, internal audits, signature authority for  
244 approval of reimbursement requests, submission of financial reports, and  
245 compliance with professional accounting standards. The Fiscal Agent may recover  
246 eligible costs for legal, financial, and other services through the grants administered  
247 by the Fiscal Agent.
- 248 c. A Member who is a signatory to this Memorandum of Understanding and who has  
249 met all the requirements to hold a seat on the Approval Authority may request to be  
250 considered by the remaining Members of the Approval Authority to assume the role  
251 of Fiscal Agent at any time during the term of this Memorandum of Understanding.  
252 The Approval Authority shall consider the application, along with any applications of  
253 other Members, according to the process contained in the By-laws.
- 254 d. The City and County of San Francisco, as the Fiscal Agent, will file a performance  
255 evaluation for the General Manager with input from the Approval Authority, on an  
256 annual basis pursuant to the Human Resources Rules of the City and County of San  
257 Francisco.  
258
- 259 16. By-laws. The Approval Authority shall promulgate By-laws to govern implementation of  
260 this MOU, and to set duties and responsibilities for the General Manager and  
261 Management Team. The By-laws shall be consistent with the terms of this MOU.

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

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

290 18. Conflicts of Interest. If and when a Party identifies an actual or potential conflict of  
291 interest among one or more of the Parties, that Party shall send written notification to  
292 all Parties. The Party with the actual or potential conflict shall respond to the notice  
293 within three business days. The response shall indicate whether the Party agrees or  
294 disagrees that a conflict exists. If the Party agrees, that Party may take appropriate  
295 action to cure the conflict, if possible, and shall describe its corrective actions in its  
296 response. If a Party disagrees, or cannot cure an actual conflict, the Approval Authority  
297 shall meet on the conflict within not less than 30 calendar days of the initial notice, in an  
298 effort to resolve the conflict. The Approval Authority shall schedule a special meeting if  
299 necessary to meet this timeline. All notices under this section shall be provided under  
300 Section 28, Notices.  
301

302 19. Effective Date and Term. This MOU shall take effect on **December 1, 2017** ("Effective  
303 Date") and shall remain in effect through **November 30, 2021**, unless sooner terminated  
304 as provided below ("Term").  
305

- 306 20. Termination.  
307  
308 a. Any Party may terminate its participation in this MOU by providing 30 days'  
309 advance written notice of its termination to all Parties and the General Manager.  
310 That Party shall fulfill any grant-related or contractual obligations to the Fiscal  
311 Agent. This MOU shall continue in effect between the remaining Parties.  
312 b. The Approval Authority may terminate any Party's participation in this MOU by a  
313 two-thirds vote, due to failure of the Party to meet the membership eligibility  
314 requirements under Section 1 of this MOU. A Party whose membership in the MOU  
315 is terminated must still fulfill any grant-related or contractual obligations to the  
316 Fiscal Agent.  
317 c. The Approval Authority may terminate this MOU at any time, for convenience and  
318 without cause, by unanimous vote. Any such action of the Approval Authority shall  
319 specify the date on which the termination shall be effective, which date shall be at  
320 least six months from the date of the Approval Authority's action to terminate the  
321 MOU.  
322
- 323 21. Jurisdiction and Venue. The laws of the State of California shall govern the  
324 interpretation and performance of this MOU. Venue for any litigation relating to the  
325 formation, interpretation or performance of this MOU shall be in San Francisco, CA.  
326
- 327 22. Modification. This MOU may not be modified, nor may compliance with any of its terms  
328 be waived, except by written instrument executed and approved in the same manner as  
329 this MOU.  
330
- 331 23. Cooperative Drafting. This MOU has been drafted through a cooperative effort of the  
332 Parties, and all Parties have had an opportunity to have the MOU reviewed and revised  
333 by legal counsel. No Party shall be considered the drafter of this MOU, and no  
334 presumption or rule that an ambiguity shall be construed against the Party drafting the  
335 clause shall apply to the interpretation or enforcement of this MOU.  
336
- 337 24. Survival of Terms. The obligations of the Parties and the terms of the following  
338 provisions of this Agreement shall survive and continue following expiration or  
339 termination of this Agreement: Section 17.  
340
- 341 25. Complete Agreement. This is a complete agreement and supersedes any prior oral or  
342 written agreements of the Parties regarding the subject matter of this MOU, including  
343 but not limited to the process for applying for and distributing grant funding for the  
344 Bay Area Urban Area. Without limiting the foregoing, this MOU supersedes the  
345 Memorandum of Understanding dated December 1, 2006 and the 2007 MOU, the 2011  
346 MOU, and the 2013 MOU.  
347
- 348 26. Severability. Should the application of any provision of this MOU to any particular facts  
349 or circumstances be found by a court of competent jurisdiction to be invalid or

350 unenforceable, then (a) the validity of other provisions of this MOU shall not be  
351 affected or impaired thereby, and (b) such provision shall be enforced to the maximum  
352 extent possible so as to effect the intent of the Parties and shall be reformed without  
353 further action by the Parties to the extent necessary to make such provision valid and  
354 enforceable.  
355

356 27. Counterparts. This MOU may be executed in several counterparts, each of which is an  
357 original and all of which constitutes but one and the same instrument.  
358

359 28. Notice.

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

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

362 Anne Kronenberg, Executive Director  
363 Department of Emergency Management  
364 1011 Turk Street  
365 San Francisco, CA 94102  
366 (415) 558-2745

367 [Anne.kronenberg@sfgov.org](mailto:Anne.kronenberg@sfgov.org)

368 and

369 Raemona Williams, Deputy Chief of Administration  
370 San Francisco Fire Department  
371 698 Second Street  
372 San Francisco, CA 94107  
373 (415) 558-3411

374 [raemona.williams@sfgov.org](mailto:raemona.williams@sfgov.org)  
375

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

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

382 [ceide@oaklandnet.com](mailto:ceide@oaklandnet.com)  
383

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

385 Raymond Riordan, Director  
386 Office of Emergency Services  
387 855 N. San Pedro St. 4<sup>th</sup> Floor  
388 San José, CA 95110  
389 (408) 794-7055

390 [ray.riordan@sanjoseca.gov](mailto:ray.riordan@sanjoseca.gov)  
391

392 If to **Alameda County**, to:  
393 Richard T. Lucia, Undersheriff  
394 Alameda County Sheriff's Office  
395 1401 Lakeside Drive 12th Floor  
396 Oakland, CA 94612  
397 (510) 272-6868  
398 [rlucia@acgov.org](mailto:rlucia@acgov.org)  
399

400 If to **Contra Costa County**, to:  
401 Mike Casten, Undersheriff  
402 Contra Costa County Sheriff's Office  
403 651 Pine Street, 7<sup>th</sup> Floor  
404 Martinez, CA 94553  
405 (925) 335-1512  
406 [mcast@so.cccounty.us](mailto:mcast@so.cccounty.us)  
407

408 If to **Marin County**, to:  
409 Robert Doyle, Sheriff  
410 Marin County Sheriff's Office  
411 3501 Civic Center Drive #145  
412 San Rafael, CA 94903  
413 (415) 473-7250  
414 [rdoyle@co.marin.ca.us](mailto:rdoyle@co.marin.ca.us)  
415

416 If to **Monterey County**, to:  
417 Gerry Malais, Emergency Services Manager  
418 Office of Emergency Services  
419 1414 Natividad Road  
420 Salinas, CA 93906  
421 (831) 796-1901  
422 [malaisg@co.monterey.ca.us](mailto:malaisg@co.monterey.ca.us)  
423

424 If to **San Mateo County**, to:  
425 Trisha Sanchez, Undersheriff  
426 San Mateo County Sheriff's Office  
427 400 County Center, 3<sup>rd</sup> Floor  
428 Redwood City, CA 94063  
429 (650) 599-1662  
430 [tsanchez@smcgov.org](mailto:tsanchez@smcgov.org)  
431

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

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

439  
440 If to **Sonoma County**, to:  
441 Christopher Helgren, Emergency Manager  
442 Sonoma County Fire and Emergency Services Department  
443 2300 County Center Drive, Suite 220B  
444 Santa Rosa, CA 95403  
445 (707) 565-1152  
446 [Christopher.Helgren@sonoma-county.org](mailto:Christopher.Helgren@sonoma-county.org)

- 447  
448
- 449 b. Notices shall be deemed given when received if given in person, by facsimile or
  - 450 by electronic means (if a record of receipt is kept by the sending party showing
  - 451 the date and time of receipt) or three (3) days following deposit in the United
  - 452 States Mail, postage prepaid, to the addressees set forth in subsection (a) above.
  - 453 c. Any Party may change its contact individual and/or address for notice by giving
  - 454 written notice of the change to the General Manager.
- 455

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

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

460



461 **City of Oakland, California**

462

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

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

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

466

467 **City of San Jose, California**

468

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

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

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

472

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

474

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

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

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

478

479 **County of Alameda, California**

480

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

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

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

484

485 **County of Contra Costa, California**

486

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

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

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

490

491 **County of Marin, California**

492

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

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

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

496

497 **County of Monterey, California**

498

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

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

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

502

503 **County of San Mateo, California**

504

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

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

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

508



509 **County of Santa Clara, California**

510

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

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

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

514

515

516 **County of Sonoma, California**

517

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

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

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

521

## Summary of Changes to 2017 By-laws

Section	Line Number	Notes
Article I	16-17	Provided dates of succeeding MOUs
Article I	20	Includes Cal OES as an original non-voting member
Article I	23-25	Description of expiration dates of MOUs
Article II	32-35	Deletes closed grant programs and adds 2017 date
Article III	47	Updates MOU date
Article IV	57	Moves Officer elections to Jan meeting
Article V	81	Removes advisory group and adds working groups reporting to GM
Article VI, 6.2	96-99	Defines when meetings are held
Article VI, 6.6	122-124	Defines publication and distribution of meeting materials
Article VII, 7.1	240, 243	Updates the date of the MOU
Article VII, 7.1 b	238, 240	Removes "either direct or indirect" language
Article VII, 7.1 f	247-249	Defines new hires and any compensation changes
Article VII, 7.3	271-273	Updates MOU date
Article VII, 7.4 a	288	Updates MOU date
Article VII 7.4 c and f	299 and 309	Removes "advisory groups"
Article VII, 7.6	325	Add "and/or his designee"
Article VII, 7.6	335	Changes quarterly to periodic financial reports
Article VIII, 8.2 c	355	Changes National Preparedness Guidelines to National Preparedness System
Article VIII, 8.2 d	356-359	Updates alignment from Homeland Security Strategy to Goals and Objectives and THIRA
Article VIII, 8.3 b	373-376	Deletes language about regional initiatives since all projects are treated the same way in the application
Article VIII, 8.3 d	382-385	Defines that Approval Authority approves all allocations in the grant application
Article VIII, 8.4 a	398-399	Defines the GM's reporting of grant award allocations
Article VIII, 8.4 b-c	402-407	Deletes closed grant programs
Article VIII, 8.5	412-420	Deletes section on Allocation of UASI Regional funds
Article VIII, 8.5		New numbering due to deletion of original 8.5
Article VIII, 8.5 a	428	Changes Homeland Security Strategy to Goals and Objectives
Article VIII, 8.5 b	434,435	Changes Homeland Security Strategy to Goals and Objectives and adds GM designee as a reporter for budget changes
Article VIII, 8.5 c	443	Adds GM designee as a reporter for timeline changes
Article VIII, 8.5 e	448, 451	Changes Title of Manual from Policies and Procedures to Grants Manual and adjusts language about sub-recipients wishing to return funds
Article VIII, 8.6 b iii	491-497	Updates language describing titles of federal guidance documents and updates Homeland Security Strategy to Goals and Objectives
Article VIII, 8.6 b v	503-506	Updates Code of Federal Regulations (CFR) numbers

Article VIII, 8.7	523-524	Changes Title of Manual from Policies and Procedures to Grants Manual
Article IX	534-536	Updates dates of MOU
Article X	541	Change two-thirds vote to a majority vote
Appendix A	548-593	Updated Approval Authority Agenda Item Template

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

3  
4 BY-LAWS

5  
6 Approved by the Approval Authority on ~~August 8, 2013~~ August 10, 2017  
7

8 -  
9 ARTICLE I – FORMATION

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

26  
27 ARTICLE II – PURPOSE

28  
29 The Approval Authority provides overall governance of the Urban Areas Security Initiative (“UASI”) homeland security grant program, as well as other grant programs under the jurisdiction of the Approval Authority, across the Bay Area Urban Area. ~~in~~

32 ~~the past, in addition to the UASI grant program, the Approval Authority~~ ty has voted to  
33 ~~assume jurisdiction, to the extent permitted by grant guidelines, over the Regional~~  
34 ~~Catastrophic Preparedness Grant Program (“RCPGP”) and the Interoperable~~  
35 ~~Emergency Communication Grant Program (“IECGP”). The Approval Authority~~  
36 coordinates development and implementation of all grant projects, programs and  
37 initiatives, and ensures compliance with grant program requirements, as more fully set  
38 forth in the ~~2013-2017~~ MOU.

### 40 **ARTICLE III – MEMBERS AND REPRESENTATIVES**

41  
42 The Members of the Approval Authority are **City of Oakland, City of San Jose, City**  
43 **and County of San Francisco, County of Alameda, County of Contra Costa,**  
44 **County of Marin, County of Monterey, County of San Mateo, County of Santa**  
45 **Clara and County of Sonoma.** Each Member, other than the City and County of San  
46 Francisco, shall select one primary and one alternate Representatives to the Approval  
47 Authority, as specified in the ~~2013-2017~~ MOU. The City and County of San Francisco  
48 shall select two primary and two alternate Representatives. Unless expressly specified  
49 in these By-laws, a reference to a Member’s Representative is to the Member’s primary  
50 Representative.

### 52 **ARTICLE IV – OFFICERS AND GENERAL DUTIES**

53  
54 Section 4.1. Selection of Chair and Vice-chair. The officers of the Approval Authority  
55 are the Chair and Vice-chair. The Approval Authority shall elect a Chair and Vice-chair  
56 from among the Members primary Representatives on an annual basis at the  
57 ~~December-January~~ Approval Authority meeting. Alternate Representatives cannot  
58 serve as the Chair or Vice-chair of the Approval Authority.

59  
60 Section 4.2. Term of the Chair and Vice-chair. Except for the initial term, which may be  
61 less than one year, the Chair and Vice-chair shall serve a one-year term. If the Chair is  
62 unable to complete his or her term, the Vice-chair shall become Chair for the remaining

63 period of the Chair’s term, and the Approval Authority shall elect a new Vice-chair at the  
64 next regularly scheduled meeting to serve the remaining period of the Vice-chair’s term.

65

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

- 67 (a) Approve the agenda for all Approval Authority meetings.
- 68 (b) Preside over all meetings of the Approval Authority.
- 69 (c) Call special meetings of the Approval Authority outside of the regular  
70 meeting schedule, subject to Section 6.3 (Special Meetings), below.
- 71 (d) Cancel a meeting of the Approval Authority, but only if there is no quorum  
72 or a declared local, state, or national emergency that impacts the Bay  
73 Area Urban Area.

74

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

77

## 78 **ARTICLE V – COMMITTEES AND WORK GROUPS**

79

80 Section 5.1. Regional Working Groups. The General Manager may create discipline-  
81 specific and/or functionally-determined ~~advisory groups or~~ working groups, which shall  
82 report to the General Manager, to make comprehensive assessments and  
83 recommendations that address risk reduction, increase capabilities on a regional basis,  
84 vet regional project proposals, and review grant allocations. These regional working  
85 groups may elect Chairs from among their memberships.

86

## 87 **ARTICLE VI – APPROVAL AUTHORITY MEETINGS**

88

89 Section 6.1. Open Meeting Policy. It is the policy of the Approval Authority to conduct  
90 official business through open and public meetings. The Approval Authority shall  
91 conduct its meetings, and the meetings of any committees established by the Approval  
92 Authority, in compliance with the Ralph M. Brown Act, California Government Code  
93 §54950 *et seq.* (the “Brown Act”).

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Section 6.2. Regular Meetings. The Approval Authority shall meet at 10:00 a.m. on the second Thursday ~~of of the month during the following~~every other the month as follows:  
~~months: January, February, March, April, May, June, July, August, September, October, and, November~~pursuant to a Regular Meeting Schedule to be adopted by the Approval Authority each November.~~and December.~~

Section 6.3. Special Meetings. The Chair may call special meetings with ten (10) business days advance notice. In addition, a majority of the Representatives of the Approval Authority may call a special meeting by vote at a noticed meeting. Materials for a special meeting may be distributed at the meeting, with the exception of the meeting agenda, which must be distributed and posted publicly 24 hours in advance of the meeting, per the Brown Act.

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

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

Section 6.6. Distribution of Meeting Materials. Except as described in Section 6.3 (Special Meetings), at least ~~seven (7) calendar days~~72 hours before the meeting, and to the extent practicable,  
~~seven (7) calendar days~~ before an Approval Authority meeting,



125 the General Manager shall distribute to all primary Representatives a meeting agenda,  
126 approved by the Chair, along with any supporting or supplementary materials, including  
127 staff reports on agenda items. The General Manager shall also post the agenda.  
128

129 (a) *Distribution to Representatives.* The General Manager shall distribute the  
130 meeting agenda via email to Approval Authority Representatives. At the  
131 written request of a Representative, the General Manager will also  
132 distribute the agenda to that individual by any other means, including U.S.  
133 mail or fax. In addition, a Representative may identify in writing up to  
134 three (3) additional persons, such as the Representative's assistant or  
135 officials of the Representative's Member, to whom the General Manager  
136 shall distribute the agenda.

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

142 (c) *Other Distribution.* Members of the public may submit a written request to  
143 the General Manager to receive copies of Approval Authority agendas  
144 and/or agenda materials. A written request shall be valid for the calendar  
145 year in which it is submitted, and must be renewed the following January 1  
146 of each year. The General Manager shall provide a copy of the agenda  
147 and/or agenda materials by email or U.S. mail to each person with a  
148 current written request submitted to the General Manager.  
149

150 Section 6.7. Meeting Minutes. The General Manager shall prepare minutes of each  
151 Approval Authority meeting and submit them to the Approval Authority. ~~Representatives.~~  
152 The Chair shall make the draft minutes available and subject to review and ~~approval~~ at  
153 the next regularly scheduled Approval Authority meeting. The General Manager shall  
154 post approved minutes on the UASI website following the meeting where the minutes  
155 are approved. Meeting minutes shall include the following information:

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

Section 6.8 Audio Recordings. The General Manager shall ensure that all meetings of the Approval Authority and any committees of the Approval Authority are audio recorded. Except for closed sessions, the recordings are public records, available upon request, and posted to the UASI website at <http://bayareauasi.org>.

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

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

Section 6.11 Electronic Messaging During Meetings. Text messaging during a meeting could enable a Member to surreptitiously communicate with another Member or interested parties, or receive evidence or direction as to how to vote, from an outside party, that other Members -and the parties do not see. These circumstances may undermine the integrity of the proceeding and raise due process concerns. Text messaging or use of other personal electronic communications devices during any meeting of a policy body presents serious problems. The Brown Act and Sunshine Ordinance presume that public input during a meeting will be “on the record” and visible

187 to those who attend or review a tape of the meeting. But members of the public will not  
188 observe the text messages that Members of the policy body receive during the meeting.  
189 Hence the public will not be able to raise all reasonable questions regarding the basis  
190 for the policy body's actions. And text messaging among Members of the policy body  
191 concerning an agenda item or other business of the body could lead to an unlawful  
192 seriatim meeting in the midst of a formal meeting. Text messaging related to meeting  
193 agenda items is strictly prohibited, and any text messaging during meetings is strongly  
194 discouraged.

195

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

199

200 (a) *Public Comment on Agenda Items.* The Approval Authority will take public  
201 comment on each item on the agenda. The Approval Authority will take  
202 public comment on an action item before the Approval Authority takes  
203 action on that item. Persons addressing the Approval Authority on an  
204 agenda item shall confine their remarks to the particular agenda item. For  
205 each agenda item, each member of the public may address the Approval  
206 Authority once, for up to three minutes. The Chair may limit the public  
207 comment on an agenda item to less than three minutes per speaker,  
208 based on the nature of the agenda item, the number of anticipated  
209 speakers for that item, and the number and anticipated duration of other  
210 agenda items.

211 (b) *General Public Comment.* The Approval Authority shall include general  
212 public comment as an agenda item at each meeting of the Approval  
213 Authority. During general public comment, each member of the public  
214 may address the Approval Authority on matters within the Approval  
215 Authority's jurisdiction. Issues discussed during general public comment  
216 must not appear elsewhere on the agenda for that meeting. Each  
217 member of the public may address the Approval Authority once during

218 general public comment, for up to three minutes. The Chair may limit the  
219 total general public comment to 30 minutes and may limit the time  
220 allocated to each speaker depending on the number of speakers during  
221 general public comment and the number and anticipated duration of  
222 agenda items.

223 (c) *Comment, Not Debate.* Approval Authority Representatives and other  
224 persons are not required to respond to questions from a speaker.  
225 Approval Authority Representatives shall not enter into debate or  
226 discussion with speakers during public comment, although Approval  
227 Authority Representatives may question speakers to obtain clarification.  
228 Approval Authority Representatives may ask the General Manager to  
229 investigate an issue raised during public comment and later report to the  
230 Approval Authority. The lack of a response by the Approval Authority to  
231 public comment does not necessarily constitute agreement with or support  
232 of comments made during public comment. The Approval Authority is not  
233 permitted to take any action with respect to items that are not on a  
234 meeting agenda, absent special circumstances and in compliance with the  
235 Brown Act.

236

## 237 **ARTICLE VII – GENERAL MANAGER AND MANAGEMENT TEAM**

238

239 Section 7.1. General Manager. The assignment of the General Manager, including  
240 selection, duties, evaluation, and removal, shall be governed by the ~~2013-2017~~ MOU  
241 and these By-laws. The General Manager shall:

242

- 243 (a) Act in accordance with the ~~2013-2017~~ MOU, these By-laws, and any  
244 policies and procedures established by the Approval Authority.
- 245 (b) Establish proposed criteria, rationale, and methodology, consistent with  
246 grant guidelines, for selecting governmental entities from within the Bay  
247 Area Urban Area for ~~either direct or indirect~~ representation. The Approval  
248 Authority shall approve the criteria, rationale and methodology and the

- 249 selection of jurisdictions ~~for direct or indirect representation.~~
- 250 (c) Make reasonable efforts to balance regional representation on the  
251 Management Team.
- 252 (d) Direct and manage the work of the personnel assigned to the  
253 Management Team to support the Approval Authority initiatives and  
254 projects. The General Manager shall carry out this responsibility by  
255 appropriate means determined in his or her sole discretion, including but  
256 not limited to setting job duties and responsibilities, performance goals  
257 and expectations, conducting performance plans and evaluations,  
258 directing corrective action plans, and removing personnel from an  
259 assignment to the Management Team, with or without cause at any time;  
260 however, the employing jurisdiction retains all power to issue written  
261 reprimands or suspensions to personnel assigned to the Management  
262 Team.
- 263 (e) Regularly report on the status of recruitment for positions in the  
264 Management Team. Recruitments for positions in the Management Team  
265 shall be open, competitive, and fair.
- 266 (f) At the last regularly scheduled meeting of the fiscal year, present to the  
267 Approval Authority information on individuals selected for assignment to  
268 the Management Team. The General Manager shall provide job  
269 descriptions and compensation (as set by the employing agency) for  
270 review and approval. All new positions require approval of the job  
271 description and compensation by the Approval Authority prior to their  
272 effective date; ~~;~~ further, any changes to compensation ~~other than normal-~~  
273 ~~business~~ must be approved by the Approval Authority.
- 274 (g) At the last regularly scheduled meeting of the fiscal year, submit a  
275 recommended annual work plan for the upcoming year, for the General  
276 Manager and Management Team, for approval by the Approval Authority.  
277 The annual work plan shall include specific deliverables and timelines, as  
278 well as an organizational chart for the Management Team. During the  
279 course of the year, the General Manager shall present any proposed

280 changes to the work plan to the Approval Authority for its review and  
281 approval.

282

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

286

287 Section 7.3. Management Team. The General Manager may select personnel for  
288 assignment to the Management Team as provided in the ~~2013-2017~~ MOU.

289

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

294

295 (a) Act in accordance with the ~~2013-2017~~ MOU, these By-laws, and any  
296 policies and procedures established by the Approval Authority.

297 (b) Oversee and execute all administrative tasks associated with application  
298 for and distribution of grant funds and programs.

299 (c) Coordinate and manage any ~~advisory and~~ working groups, and serve as  
300 the liaison between those groups to ensure regional coordination and  
301 collaboration.

302 (d) Maintain all records associated with the activities of the Approval  
303 Authority, Management Team and any ~~advisory and~~ working groups,  
304 including but not limited to records regarding application, funding and  
305 disbursement processes for grants under the jurisdiction of the Approval  
306 Authority.

307 (e) Provide regional coordination, monitoring, and appropriate oversight and  
308 management of grant funded projects and programs.

309 (f) Work with any ~~advisory and~~ working groups, as well as appropriate Bay  
310 Area stakeholders, to obtain input and make recommendations to the

311 Approval Authority on application for and allocation and distribution of  
312 grant funds under the jurisdiction of the Approval Authority, and policy and  
313 programmatic objectives in alignment with the federal grant guidelines and  
314 the regional, state and federal homeland security strategies.

315 (g) Perform additional functions, duties and responsibilities as determined and  
316 established by the General Manager.

317

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

323

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

327

328 (a) All management activities related to grant projects and initiatives.

329 (b) Recommendations and major issues raised by any ~~advisory group or~~  
330 working group.

331 (c) Any proposed changes to the annual Management Team Work Plan, for  
332 approval by the Approval Authority before implementation.

333

334 In addition, the General Manager and/or his designee shall provide written -periodic  
335 ~~quarterly~~ financial reports, with an oral summary at the meeting, that include grant  
336 expenditures and a summary of travel and training expenses for the Management Team  
337 for the previous quarter.

338

## 339 **ARTICLE VIII – GRANT INVESTMENTS AND ADMINISTRATION**

340

341 Section 8.1. UASI Grant Allocation Methodology. The Approval Authority shall use a risk

342 and capability-based methodology to apply for and allocate grant funds. To be eligible  
343 for funding, jurisdictions within the Bay Area UASI must participate in the risk and  
344 capability assessment process on an annual basis. In addition, those jurisdictions must  
345 be able to sign the grant assurances and comply with all federal, state, and local  
346 requirements.

347

348 Section 8.2 Overarching UASI Grant Funding Policies. Investment of UASI grant funds  
349 must:

350

- 351 (a) Have a high threat, high density urban area terrorism focus.
- 352 (b) Build regional capabilities, defined as capabilities for two or more counties.
- 353 (c) Enhance regional preparedness and directly support the national priority  
354 on expanding regional collaboration in the National Preparedness  
355 Guidelines System.
- 356 (d) Align with the Bay Area Urban Area ~~homeland~~ Homeland security Security  
357 strategy and Goals and Objectives and THIRA (Threat and Hazard  
358 Identification and Risk Assessment) ~~demonstrate a clear correlation-~~  
359 ~~between the goals, objectives, and priorities identified in the strategy.~~
- 360 (e) Support the federal investment strategy.
- 361 (f) Incorporate the DHS grant program funding priorities as well as the  
362 relevant national priorities.

363

364 Section 8.3. Grant Application.

365

- 366 a) The Management Team shall prepare grant applications for review and  
367 approval by the Approval Authority.
- 368 b) The UASI grant application shall include grant project information, the  
369 amount of proposed funding for each project and the proposed break-  
370 down of the funding for that project by solution area (POETE – planning,  
371 organization, equipment, training, and exercise), and the jurisdictions  
372 proposed to receive the funding along with the amount of funding



373 proposed for each jurisdiction. ~~For projects that are regional initiatives,~~  
374 ~~the Management Team shall provide a description of the regional initiative~~  
375 ~~and the amount of the proposed funding, without any proposed allocation~~  
376 ~~of funds to specific jurisdictions.~~

377 c) For all other grants, the grant application shall include the grant projects  
378 and the amount of the proposed funding for each project. If consistent  
379 with grant guidelines, the application shall designate the jurisdictions  
380 proposed to receive funding and the amount proposed to be allocated to  
381 each jurisdiction.

382 d) The Approval Authority shall ~~, when practical,~~ approve the all allocations  
383 specified in the grant application ~~at least four weeks~~ prior to submittal to  
384 Cal OES; when practical, this approval shall happen at least four weeks in  
385 advance.

386 e) The General Manager is authorized to adjust a grant application to  
387 conform to required changes from Cal OES or the applicable federal  
388 granting agency. The General Manager shall report back any adjustments  
389 made to the Approval Authority at the next regularly scheduled meeting.

390  
391 Section 8.4. Grant Award. The General Manager shall report to the Approval Authority  
392 on a grant award received from Cal OES, at the next regular meeting following the  
393 award.

394 a) For the UASI grant, if the award is less than the application amount, the  
395 General Manager shall submit recommendations for reallocation to the  
396 Approval Authority for approval. The reallocation recommendation shall  
397 include the grant projects, the amount of proposed funding for each  
398 project, ~~and the proposed break-down of the funding for that project by~~  
399 ~~solution area (POETE – planning, organization, equipment, training, and~~  
400 ~~exercise), and the jurisdictions proposed to receive the funding, as well~~  
401 as along with the amount of funding proposed for each jurisdiction.

402 ~~b) For the RCPGP grant, the General Manager, after consulting with the~~  
403 ~~Regional Catastrophic Planning Team, shall submit recommendations for~~

404 allocation of grant funds to selected sub-recipients and/or contractors or  
405 consultants.

406 e) ~~For the IECGP grant, the General Manager shall report the allocation of~~  
407 ~~grant funds as determined by the Capitol Bay Planning Area.~~

408 d) For any other grants under the jurisdiction of the Approval Authority, the  
409 Approval Authority shall adopt requirements consistent with the grant  
410 guidelines by vote of the Approval Authority.

411 e)b) \_\_\_\_\_

412 ~~Section 8.5. Allocation of UASI Grant Funds for Regional Initiatives. After receiving a~~  
413 ~~UASI grant award for a regional initiative identified in the application, the General~~  
414 ~~Manager shall conduct any selection process required by the grant guidelines to identify~~  
415 ~~a sub-recipient jurisdiction to sponsor the initiative, unless otherwise designated in the~~  
416 ~~award or unless otherwise previously approved by the Approval Authority. In such~~  
417 ~~cases, the General Manager shall report to the Approval Authority on the selection~~  
418 ~~process, and shall identify the proposed sub-recipient jurisdiction sponsor to the~~  
419 ~~Approval Authority for approval and for allocation by the Approval Authority of the funds~~  
420 ~~for the initiative.~~

421  
422 Section 8.56. Modification of Grant Allocations. The General Manager is authorized to  
423 modify the Approval Authority's allocation of grant funds as follows:

424  
425 a) Within a grant project, approve scope changes requested by sub-recipient  
426 jurisdictions as long as such scope changes are budget neutral and are  
427 consistent with the original project goals and objectives as stated in the  
428 project proposal, the Bay Area Homeland Security StrategyGoals and  
429 Objectives, and/or FEMA requirements.

430 b) Within a grant project, reallocate funds up to a total of \$250,000. This  
431 authority allows the General Manager to add or subtract from the  
432 allocation by \$250,000. Any changes must be consistent with the original  
433 project goals and objectives as stated in the project proposal, the Bay  
434 Area Homeland Security StrategyGoals and Objectives, and/or FEMA

435 requirements. The General Manager and/or his designee shall report  
436 such project budget changes under \$250,000 to the Approval Authority on  
437 a biannual basis. The General Manager shall bring any budget change  
438 that exceeds \$250,000 to the Approval Authority for approval prior to the  
439 change.

440 c) Reallocate projects from one grant year to another grant year for the  
441 purpose of expending grant funds within applicable grant performance  
442 periods, in essence allowing approved projects a longer time period for  
443 completion. The General Manager and/or his designee must report to the  
444 Approval Authority any timeline changes for projects with budgets over  
445 \$250,000 that delay the final project completion date by more than six  
446 months.

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

448 e) Pursuant to the Grants ~~Policies and Procedures~~Management Manual,  
449 propose solutions to the Approval Authority for when funding becomes  
450 available because the sub-recipient jurisdiction is unable or no longer  
451 interested ~~to~~implementing project goals and objectives as originally  
452 approved by the Approval Authority or expenditures for a project are lower  
453 than originally budgeted.

454

455 Section 8.67 Fiscal Agent. Per the Department of Homeland Security Grant Guidelines,  
456 the State Administrative Agent (SAA) is responsible for ensuring compliance with  
457 fiduciary and programmatic administration requirements of the UASI Program, as such it  
458 must identify a Point of Contact for the applications and acceptance of grant funds. This  
459 responsibility may be undertaken on behalf of the Bay Area Urban Area by any qualified  
460 Member of the Approval Authority, as identified and approved by the SAA.

461

462 a) The Fiscal Agent shall:

463 i. Be a party to the Bay Area UASI Memorandum of  
464 Understanding.

465 ii. Have the financial ability to advance funding for grants in

- 466 advance of reimbursement from the Department of Homeland  
467 Security or other Federal or State granting agencies.
- 468 iii. Have the legal authority to apply for Federal assistance and  
469 have the institutional, managerial and financial capability to  
470 ensure proper planning, management and completion of the  
471 grant provided by the U.S. Department of Homeland Security  
472 (DHS)/Federal Emergency Management Agency (FEMA) and  
473 sub-granted through the State of California, California Office of  
474 Emergency Services (Cal OES).
- 475 iv. Be able to assume responsibility as the Fiscal Agent, and in  
476 doing so to not disrupt the orderly business of the Approval  
477 Authority or the administration of existing grants and projects.
- 478 v. Have certification by an independent Certified Public Accountant  
479 (CPA) that criteria #ii-iv above can be successfully met.

480

481 (b) Fiscal agent responsibilities shall include:

- 482
- 483 i. Serve as sub-grantee for UASI funds and other program grant  
484 funds granted by DHS and Cal OES and establish procedures and  
485 execute sub-recipient agreements for distribution.
- 486 ii. Serve as the UASI region point of contact with U.S. Department of  
487 Homeland Security (DHS)/Federal Emergency Management  
488 Agency (FEMA) and the State of California, California Office of  
489 Emergency Services (Cal OES).
- 490 iii. Ensure that all allocations and use of funds are in accordance with  
491 the Homeland Security Grant Program [Notice of Funding](#)  
492 [Opportunity Guidance and Application Kit](#), and the California  
493 Supplement to the Homeland Security Grant Program ~~[Guidance](#)~~  
494 ~~[and Application Kit](#)~~ [Federal Notice of Funding Opportunity](#). Grant  
495 funding must support the goals and objectives of the Approval  
496 Authority, the State and/or ~~Urban Area~~ [Bay Area](#) -Homeland

- 497 Security ~~Strategies~~ Goals and Objectives as well as the  
498 investments identified in the Investment Justifications submitted as  
499 part of the California Homeland Security Grant Program application.
- 500 iv. Establish and maintain procedures and provide all financial  
501 services for distribution of UASI and other program grant funds.
- 502 v. Comply with all applicable Federal statutes, regulations, policies,  
503 guidelines and requirements, including the Uniform Guidance per 2  
504 CFR 200~~OMB Circulars A102 and A-133, and E.O. 12372 and the~~  
505 ~~current Administrative Requirements, Cost Principles, and Audit~~  
506 ~~Requirements.~~
- 507 vi. Provide progress reports and other such information as may be  
508 required by the Approval Authority and/or the awarding agency.
- 509 vii. Cooperate with any assessments, evaluation efforts, and information  
510 or data collection requests, including, but not limited to, the provision  
511 of any information required for the assessment or evaluation of any  
512 activities — within this agreement.
- 513 viii. Meaningfully assist during any transition of responsibilities to another  
514 Member agency.
- 515
- 516 c) At any time during the term of this Memorandum of Understanding, any  
517 Member of the Approval Authority may, by written notice to the Co-Chairs  
518 of the Approval Authority, request consideration of the Approval Authority  
519 to assume the role of Fiscal Agent. The Fiscal Agent must meet all of the  
520 criteria specified in section 8.67 (a) above.

521  
522  
523 Section 8.78. Grant Management Policies and Procedures Manual. The General  
524 Manager shall maintain a Bay Area UASI Grant ~~Policies and Procedures~~ Management  
525 Manual. This Manual shall outline policies and procedures for grant allocations and  
526 expenditures, grant management and administration, and any other applicable  
527 requirements. Any Approval Authority Representative or the General Manager may

528 present proposed changes to the ~~Policies and Procedures~~Grants Manual at any time.  
529 Any amendments to the ~~Policies and Procedures Manual~~Manual shall be effective only  
530 if and when adopted by the Approval Authority.

531

## 532 **ARTICLE IX – GOVERNING AUTHORITY; DEFINED TERMS**

533

534 The Approval Authority shall operate in accordance with the ~~2013-2017~~ MOU. Any  
535 portion of the By-laws or any other procedural document that conflicts with the ~~2013-~~  
536 ~~2017~~ MOU is null and void to the extent of such conflict. Capitalized terms not defined  
537 herein shall have the meaning ascribed to them in the ~~2013-2017~~ MOU.

538

## 539 **ARTICLE X – AMENDMENT OF THE BY-LAWS**

540

541 These By-laws may be amended by ~~a two-thirds majority~~ vote of the Approval  
542 Authority. Amendment to the By-laws must be made as a public agenda item at an  
543 Approval Authority meeting.

544

## 545 **ARTICLE XI – EFFECTIVE DATE**

546

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

548 Appendix A

549 To: Bay Area UASI Approval Authority

550 From:

551

552 Date:

553 Re: Item #

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554

555

556 Staff Recommendations:

557

558

559

560 Action or Discussion Items:

561

562

563

564 Discussion:

565 *Approval Authority Agenda Item Template*

566 *—To: Bay Area UASI Approval Authority*

567 *—From: UASI Staff*

568

569 *—Date: \_\_\_\_\_*

570

571 *—RE: Item # \_\_\_\_: ITEM TITLE*

572

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573 *Recommendation:*

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575

576 *Action or Discussion Item: \_\_\_\_\_*

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*Background:* \_\_\_\_\_

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*Discussion/description:* \_\_\_\_\_

*Budget or Fiscal Impact:* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[2838185.1](#)



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

3  
4                   **BY-LAWS**

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

8                   **ARTICLE I – FORMATION**  
9

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

25                   **ARTICLE II – PURPOSE**  
26

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

32 more fully set forth in the 2017 MOU.

33

### 34 **ARTICLE III – MEMBERS AND REPRESENTATIVES**

35

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

45

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

47

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

53

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

59

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

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

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

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

68

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

71

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

73

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

80

## 81 **ARTICLE VI – APPROVAL AUTHORITY MEETINGS**

82

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

88

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

92

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

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

99

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

108

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

113

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

120

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

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

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

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

141  
142 Section 6.7. Meeting Minutes. The General Manager shall prepare minutes of each  
143 Approval Authority meeting and submit them to the Approval Authority. The Chair shall  
144 make the draft minutes available and subject to review and approval at the next  
145 regularly scheduled Approval Authority meeting. The General Manager shall post  
146 approved minutes on the UASI website following the meeting where the minutes are  
147 approved. Meeting minutes shall include the following information:

- 148  
149 (a) All actions by motion, including dissenting votes;  
150 (b) Documents filed, including staff reports;  
151 (c) Brief summary of discussion; and  
152 (d) Public comments

153  
154 Section 6.8. Audio Recordings. The General Manager shall ensure that all meetings of  
155 the Approval Authority and any committees of the Approval Authority are audio

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

158

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

165

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

170

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

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

190

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

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

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

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

227

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

229

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

233

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



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

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

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

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

272

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

276

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

279

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

284

285 (a) Act in accordance with the 2017 MOU, these By-laws, and any policies  
286 and procedures established by the Approval Authority.

287 (b) Oversee and execute all administrative tasks associated with application  
288 for and distribution of grant funds and programs.

289 (c) Coordinate and manage any working groups, and serve as the liaison  
290 between those groups to ensure regional coordination and collaboration.

291 (d) Maintain all records associated with the activities of the Approval  
292 Authority, Management Team and any working groups, including but not  
293 limited to records regarding application, funding and disbursement  
294 processes for grants under the jurisdiction of the Approval Authority.

295 (e) Provide regional coordination, monitoring, and appropriate oversight and  
296 management of grant funded projects and programs.

297 (f) Work with working groups, as well as appropriate Bay Area stakeholders,  
298 to obtain input and make recommendations to the Approval Authority on  
299 application for and allocation and distribution of grant funds under the  
300 jurisdiction of the Approval Authority, and policy and programmatic  
301 objectives in alignment with the federal grant guidelines and the regional,  
302 state and federal homeland security strategies.

303 (g) Perform additional functions, duties and responsibilities as determined and  
304 established by the General Manager.

305

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

311  
312 Section.7.6.General Manager’s Reports. At each Approval Authority meeting, the  
313 General Manager and/or his designee shall provide a written report and oral summary  
314 that describes the following:

- 315
- 316 (a) All management activities related to grant projects and initiatives.
  - 317 (b) Recommendations and major issues raised by any working group.
  - 318 (c) Any proposed changes to the annual Management Team Work Plan, for  
319 approval by the Approval Authority before implementation.

320  
321 In addition, the General Manager and/or his designee shall provide written periodic  
322 financial reports, with an oral summary at the meeting, that include grant expenditures  
323 and a summary of travel and training expenses for the Management Team for the  
324 previous quarter.

325  
326 **ARTICLE VIII – GRANT INVESTMENTS AND ADMINISTRATION**

327  
328 Section 8.1. UASI Grant Allocation Methodology. The Approval Authority shall use a risk  
329 and capability-based methodology to apply for and allocate grant funds. To be eligible  
330 for funding, jurisdictions within the Bay Area UASI must participate in the risk and  
331 capability assessment process on an annual basis. In addition, those jurisdictions must  
332 be able to sign the grant assurances and comply with all federal, state, and local  
333 requirements.

334  
335 Section 8.2. Overarching UASI Grant Funding Policies. Investment of UASI grant funds  
336 must:

- 337
- 338 (a) Have a high threat, high density urban area terrorism focus.
  - 339 (b) Build regional capabilities, defined as capabilities for two or more counties.
  - 340 (c) Enhance regional preparedness and directly support the national priority  
341 on expanding regional collaboration in the National Preparedness System.

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

349 Section 8.3. Grant Application.

350

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

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

373 award.

374

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

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

384

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

387

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

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

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

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

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

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

416

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

423

424 a) The Fiscal Agent shall:

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

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

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

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

- 466 vi. Provide progress reports and other such information as may be  
467 required by the Approval Authority and/or the awarding agency.  
468 vii. Cooperate with any assessments, evaluation efforts, and information  
469 or data collection requests, including, but not limited to, the provision  
470 of any information required for the assessment or evaluation of any  
471 activities within this agreement.  
472 viii. Meaningfully assist during any transition of responsibilities to another  
473 Member agency.  
474  
475 c) At any time during the term of this Memorandum of Understanding, any  
476 Member of the Approval Authority may, by written notice to the Co-Chairs  
477 of the Approval Authority, request consideration of the Approval Authority  
478 to assume the role of Fiscal Agent. The Fiscal Agent must meet all of the  
479 criteria specified in section 8.6 (a) above.  
480

481 Section 8.7. Grant Management Manual. The General Manager shall maintain a Bay  
482 Area UASI Grant Management Manual. This Manual shall outline policies and  
483 procedures for grant allocations and expenditures, grant management and  
484 administration, and any other applicable requirements. Any Approval Authority  
485 Representative or the General Manager may present proposed changes to the Grants  
486 Manual at any time. Any amendments to the Manual shall be effective only if and when  
487 adopted by the Approval Authority.  
488

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

490  
491 The Approval Authority shall operate in accordance with the 2017 MOU. Any portion of  
492 the By-laws or any other procedural document that conflicts with the 2017 MOU is null  
493 and void to the extent of such conflict. Capitalized terms not defined herein shall have  
494 the meaning ascribed to them in the 2017 MOU.

## 495 **ARTICLE X – AMENDMENT OF THE BY-LAWS**

496



497 These By-laws may be amended by majority vote of the Approval Authority.  
498 Amendment to the By-laws must be made as a public agenda item at an Approval  
499 Authority meeting.

500

501 **ARTICLE XI – EFFECTIVE DATE**

502

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

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

---

511  
512 **Staff Recommendations:**

513  
514  
515  
516

517 **Action or Discussion Items:**

518  
519  
520

521 **Discussion:**

522  
523  
524

# UASI Approval Authority and Management Team Tracking Tool

August 10, 2017 Approval Authority Meeting

#	Name	Who	Date Assigned	Due Date	Status / Comments
1	Hub Funding Formula	Catherine Spaulding	2/14/17	11/9/17	
2	2017 THIRA	Amy Ramirez	2/14/17	11/9/17	
3	PRND Program Update	Phil White	11/9/16	11/9/17	
4	Care and Shelter Program and JIC-JIS Update	Corinne Bartshire	11/17/16	11/9/17	
5	Mutual Link Closeout	Corey Reynolds	7/18/17	11/9/17	
6	FY18 Regional Project Proposals and Annual Reports	Catherine Spaulding	5/16/17	1/11/18	
7	Risk Management Kick off - 2018	Amy Ramirez	5/16/17	1/11/18	
8	Bay Area UASI Homeland Security Goals & Objectives	Catherine Spaulding	6/15/17	3/8/18	
9	Vigilant Guardian FSE After Action Report	Phil White	1/17/17	3/8/18	
10	Urban Shield After Action	Tom Wright	5/16/17	3/8/18	
11	Workgroup Annual Workplans	Janell Myhre	5/16/17	3/8/18	
12	FY18 UASI Hub Projects	Catherine Spaulding	5/16/17	5/10/18	
13	FY18 UASI Regional Projects (Level 2)	Catherine Spaulding	5/16/17	5/10/18	
14	FY18 UASI Allocations	Catherine Spaulding	5/16/17	5/10/18	

Regular Items/Assignments						
#	Name	Deliverable	Who	Date Assigned	Due Date	Status / Comments
A	UASI Financial Reports	Report	Tristan Levarado		11/9/17 1/11/18 2/8/18 4/12/18 5/10/18 7/12/18 8/9/18	Reallocation of Grant Funds UASI Travel Expenditures FY16 UASI Spending Report FY17 UASI Spending Report Reallocation of Grant Funds UASI Travel Expenditures FY16 UASI Spending Report
B	BayRICS JPA Quarterly Report	Report	Barry Fraser		11/9/17 1/11/18 4/12/18 7/12/18	BayRICS JPA Report
C	Election of UASI Officers	Discussion & Action Item	Chair		1/11/18 (annually)	
D	NCRIC Annual Report	Report	Mike Sena		1/11/18 (annually)	
E	Training and Exercise Program Annual Report	Report	Tom Wright		1/11/18 (annually)	
F	NCRIC Threat Briefing	Report	Mike Sena		11/9/17 (annually)	



**To: Bay Area UASI Approval Authority**

**From: Mary Landers, Regional Grants Manager**

**Date: August 10, 2017**

**Re: Item 4: UASI Management Team Policies and Procedures Manual and Grants Manual**

**Staff Recommendations:**

Approve Policies and Procedures Manual and Grants Manual

**Action or Discussion Items:**

Policies and Procedures Manual (Action)

Grants Manual (Action)

**Discussion:**

The Bay Area UASI maintains two manuals, a UASI Management Team Policies and Procedures Manual which governs the conduct of Bay Area UASI Management Team staff, and a Grants Manual which is applicable to all regional entities. Both manuals were last submitted to the Approval Authority for review and approval in 2013.

Both manuals have been updated to reflect new or revised policies, templates, and changes to federal requirements.



**Bay Area Urban Areas  
Security Initiative (UASI)**

**Management Team  
Policies & Procedures Manual**

**DRAFT - August 2017**

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## I. INTRODUCTION

### A. Scope and Purpose

This manual provides administrative standards, policies, and procedures for Bay Area Urban Areas Security Initiatives (UASI) Management Team staff members. This manual includes:

- Staffing and personnel procedures;
- General office procedures;
- Professional standards; and
- Ethical principles.

The Bay Area UASI Management Team aims to provide a valuable service to the region and offer staff members a work environment conducive to both professional and personal growth. These policies describe each staff member's obligations. If any policy or procedure is not clear, it is the responsibility of the staff member to request guidance or clarification on the policy.

No manual can anticipate every circumstance or question about policy. The Bay Area UASI Management Team reserves the right to revise, supplement, or rescind any policies or portions of this manual from time to time as it deems appropriate. Staff will be notified of changes to the manual as they occur.

Every staff member is expected to read, understand, and comply with all the provisions of this manual, both in their specific direction and the spirit in which they were written. As a team of professionals, our goal is to serve our regional community and maintain a commitment to excellence.

### B. Affected Parties

These policies and procedures apply to all Bay Area UASI Management Team staff members, including those who are drawn from various member jurisdictions of the Bay Area UASI. These policies and procedures apply to all staff members unless they are in conflict with specific provisions of existing labor agreements or with specific provisions of state or federal law. In such cases, the provisions of those agreements or laws should prevail for the employees covered under those agreements or laws.

### C. Bay Area UASI

The Bay Area Urban Areas Security Initiative (UASI) improves capacity to prevent, protect against,

respond to, mitigate, and recover from terrorist incidents or related catastrophic events by providing planning, organization, training, equipment and exercises to the Bay Area UASI region. Working in close collaboration with diverse stakeholders at the local, state, and federal levels, we analyze regional risks, identify capability gaps, and build a secure, prepared and resilient region. The Bay Area UASI also researches, learns from, and shares what works well and what does not to inform program/product development.

The Bay Area UASI's footprint is comprised of three major cities (Oakland, San Francisco, and San Jose); twelve counties (Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma); and more than 100 incorporated cities. The primary source of funds comes from the Homeland Security Grant Program (HSGP) administered by the Department of Homeland Security.

Governed by Memoranda of Understanding (MOUs) between participant jurisdictions, the Bay Area UASI is overseen by the Approval Authority. Various working groups comprised of stakeholders and subject matter experts provide critical input to our processes. The City and County of San Francisco serves as the fiscal agent for the Bay Area UASI. Please see the website, [www.bayareauasi.org](http://www.bayareauasi.org), and the Bay Area UASI Grants Manual for more information on the participants and functioning of the Bay Area UASI.

#### **D. Management Team**

The Bay Area UASI Management Team is responsible for implementing policy decisions of the Approval Authority, administration and management of regional projects that have been endorsed by the Approval Authority, and all other administrative and legislative responsibilities associated with running the UASI. This includes regional capability assessments, planning and strategy development, resource allocation, implementation, and evaluation of the Bay Area UASI program. In addition, the team is responsible for the liaison role between the City and County of San Francisco, which serves as the fiscal agent for grant funds, and the grantors and sub-recipients. The Management Team is also the point of contact for all inquiries and issues from regional stakeholders and may assist, schedule, and/or facilitate Approval Authority and stakeholder meetings. The Management Team is comprised of two units, Project Management and Grants Management.

The Project Management Unit is responsible for:

- **Needs Identification** – Working with Bay Area working groups as well as appropriate stakeholders to obtain input and make recommendations to the Approval Authority on the application for and allocation and distribution of grant funds.

- **Coordination and Collaboration** – Coordinating working groups to ensure regional collaboration.
- **Program Administration** – Overseeing and executing all administrative tasks associated with application for and distribution of grant funds; including: maintaining records, negotiating deliverables, drafting documents, coordinating timelines for projects, and creating agreements outlining contract amounts and terms.
- **Project Management** – Providing regional coordination, monitoring, and appropriate oversight and management of grant funded projects and programs.

The Grants Management Unit is responsible for:

- **Grants Administration** – Administering federal grant awards to ensure compliance with federal laws, regulations, executive orders, departmental policies, award terms and conditions, and state and local requirements.
- **Procurement** – Developing contracts for projects and reviewing and approving contract procurement for sub-recipient projects.
- **Accounting** – Reconciling financial records, responding to internal and external audits, reimbursing sub-recipients, processing cash requests, and ensuring all activities carried out under the Bay Area UASI grant program are reasonable and allowable.
- **Sub-recipient Partnerships** – Preparing and modifying agreements between the Bay Area UASI and sub-recipients as well as monitoring sub-recipients to ensure compliance with grant requirements.

Please see the Bay Area UASI Grants Manual and the Bay Area UASI Program Manual for more information on the responsibilities of the Bay Area UASI Management Team.

## II. STAFFING AND PERSONNEL PROCEDURES

### A. Staffing and General Responsibilities

The Bay Area UASI is staffed with approximately twenty full-time staff from the City and County of San Francisco and other Bay Area UASI member jurisdictions. All members work on the behalf of the Bay Area region and represent the interests of the region.

- **General Manager** – The General Manager is responsible for providing region-wide leadership and administration of all federal homeland security grants, in direct support of

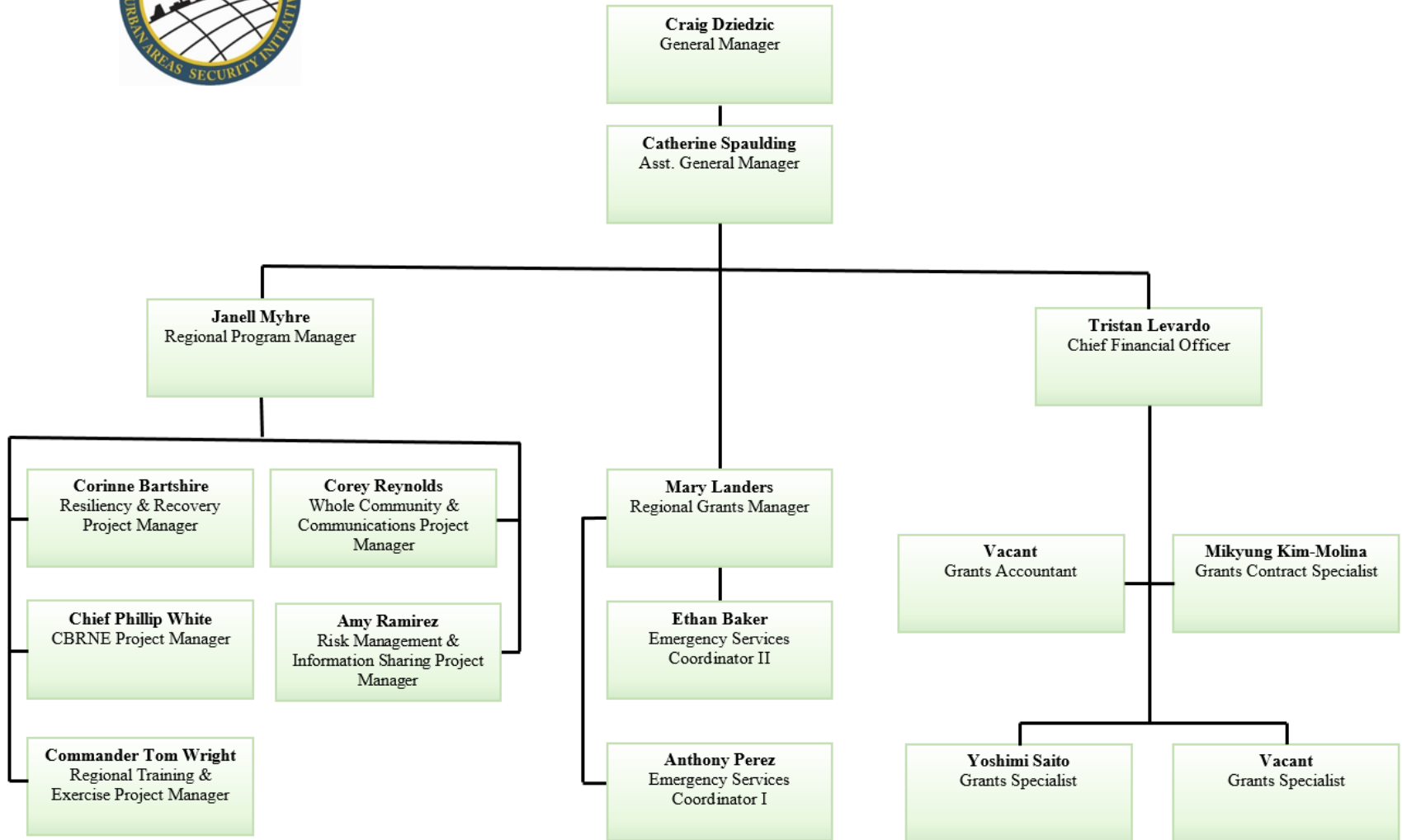
the homeland security goals and objectives and allocations approved by the Approval Authority and awarded to the Bay Area Region. The position develops division goals, objectives, policies, and priorities as well as selects and manages a Management Team.

- **Assistant General Manager** – The Assistant General Manager oversees strategic planning, grant allocations, and risk management efforts. This position directs systems for project management, grant oversight, performance management, and evaluation. The Assistant General Manager supports organizational development and manages staff to ensure deliverables are provided on a timely and efficient basis.
- **Chief Financial Officer** – The CFO oversees the financial administration of grants including contracts and MOUs, accounting, sub-recipient reimbursements, and reporting to state and federal governments. The CFO ensures that all sub-recipient jurisdictions follow applicable grant financial guidelines, as well as develops and maintains policies, procedures, and systems for monitoring financial performance of projects.
- **Program/Project Managers** – Directed by a Regional Program Manager, project staff are responsible for program implementation and coordination of multiple complex projects. Responsibilities include acting as a liaison to UASI partner jurisdictions as well as ensuring that goals and objectives are met and milestones are achieved. Please refer to the UASI Program Unit Manual for additional details.
- **Finance and Grants Managers/Analysts** – Finance and grants managers and analysts ensure compliance with grant guidelines; monitor and evaluate performance; undertake fiscal and accounting reconciliation; coordinate and respond to audit investigations; and prepare statistical, fiscal, and programmatic reports.
- **Organizational Support** – Organizational support staff provide administrative and communications support to the Bay Area UASI and the Management Team, including scheduling and noticing, agendas and minutes, correspondence, website design and maintenance, annual report and newsletters, invoices, supplies, equipment servicing, and work progress tracking tools.

B. Organizational Chart



# Bay Area UASI 2017 Organization Chart



### **C. Applicable Personnel Policies and Procedures**

Pursuant to the 2013 MOU and Bylaws, all Civil Service Commission Rules and personnel policies and procedures from the home jurisdictions of staff of the Management Team apply and should be strictly complied with in personnel management matters, such as hiring, promotion, and discipline.

### **D. New Employee Orientation**

The General Manager or designee will provide an orientation to acquaint newly hired staff members with the Bay Area UASI Management Team office, context, and working environment.

### **E. Hiring and Promotion**

The Bay Area UASI Management Team's practice is to hire or promote the best candidate available in a fair and transparent process. All recruitment and selection processes—including those for assigned personnel—will be open, competitive, well-organized, and documented. Vacancies will be widely and publically advertised, and all candidates will be evaluated on an equal basis.

The Bay Area UASI Management Team will carry out recruitment and selection processes in accordance with the City and County of San Francisco Civil Service Commission Rules and in coordination with the City and County of San Francisco Department of Emergency Management (DEM) Human Resources and the City and County of San Francisco Department of Human Resources (DHR).

### **F. Performance Evaluations**

It is the policy of the Bay Area UASI Management Team to prepare annual written performance plans and appraisals for all staff on a fiscal year basis as follows:

- Appraisals for the previous fiscal year are due by July 31 of each year.
- Plans for the upcoming, current fiscal year are due by August 31 of each year.
- Plans for new staff are due within six weeks of the staff person's start date.
- Appraisals of new staff are due at the mid-point of the probationary period or at six months, whichever is sooner, in addition to the annual appraisal required at the end of the fiscal year.

Managers/supervisors use the standard City and County of San Francisco *Performance Plan and Appraisal Report* (PPAR) form for their direct reports, adopting tailored key objectives for the office and the specific job responsibilities of the staff member under review.

Before sharing draft PPARs with the staff member under evaluation, managers will submit all drafts to the next level supervisor for review. This review is made to ensure completeness, compliance, fairness, constructiveness, and consistency of evaluations. Once reviewed, managers will share draft PPARs with staff members. Managers are then responsible for setting up one-on-one, in-person meetings with staff members to discuss appraisals, clarify content, and hear staff feedback. In the performance appraisal evaluation and meeting, managers provide the following information:

- An objective assessment of work performance and skill level;
- Identification of areas of strength and accomplishment;
- Identification of areas of work performance that need improvement;
- Identification of training needs; and
- A joint plan of action for the coming evaluation period.

If managers subsequently make any changes to the appraisal document, these must be shared with the reviewer before the appraisal is signed and finalized. To finalize the appraisal process, documents are signed by the employee, manager, and reviewer.

For assigned personnel (staff members who are not City and County of San Francisco employees and who are assigned to the Bay Area UASI Management Team from member jurisdictions), the Bay Area UASI General Manager or his delegate will provide performance plan and appraisal information to the home jurisdiction, per the schedule and process above. Home jurisdictions are ultimately responsible for completing appraisal procedures based on the provided information. To ensure fairness and consistency of review processes and content, the same PPAR template will be used for all Management Team staff members.

*Please see Appendix A-1 for the Performance Plan and Appraisal Report template.*

## **G. Ongoing Performance Feedback**

For all Bay Area UASI Management Team staff members, progress towards goals specified in performance plans should form the basis of regular performance feedback and coaching provided by their managers/supervisors, and, if required, discipline.

In addition to the formal appraisal period at the end of the fiscal year, managers are responsible for providing performance feedback that is immediate, direct, and specific on an ongoing basis. Managers should check in with their direct reports on performance-related issues and progress on objectives outlined in PPARs at least quarterly.



## H. Training and Professional Development

Bay Area UASI managers/supervisors are responsible for serving as professional development advisors to those staff members who report to them. They should encourage and enhance professional development by providing staff members with guidance regarding appropriate training opportunities and professional development needs. Professional development plans should be identified at the beginning of the fiscal year and stated in the PPAR.

All Management Team staff members should complete at least 24 hours of professional development each year as part of the annual performance plan (this does not include any mandatory training, such as harassment prevention or disaster service worker training). It is expected that these hours, when approved by management, may be completed while using work time. See “Additional Resources” in Section IV below on “Professional Standards” for training and professional development resources.

Training requests should be made in writing and must be approved in advance by the immediate supervisor and the General Manager or designee. Training that includes travel will generally be limited to professional conferences or specialized training that is not offered locally, and is subject to the Bay Area UASI Travel Policy. Approval of training that is not required or that involves travel will be on a case-by-case basis. *See Appendix B-1 for the Bay Area UASI Travel Policy.*

City and County of San Francisco employees of the Bay Area UASI Management Team must undertake City-required training courses as directed and must comply with all Administrative Code requirements. For elective professional development that is not required (e.g., internal or external training programs, tuition, professional conferences, professional association memberships, and desired licenses relevant to the employee's current classification), employees may use union employee development funds, which vary based on the terms of each union's Memorandum of Understanding. The employee must request pre-approval of his or her anticipated expenses, and should receive approval before making any payments to obtain the professional development.

When using employee development funds, the employee must complete the *General Tuition Reimbursement Form* and have it signed by his or her supervisor. The employee must pay for the professional development in advance and submit a request for reimbursement, required receipts, and proof of completion using the online tuition reimbursement system. If you have never used the online tuition reimbursement system, provide your job classification number and DSW ID number to DEM Human Resources so they can create an account for you.

For more information on how to use employee development funds, please visit <http://sfdhr.org/online-tuition-reimbursement-process>.

## **I. Change of Address, Phone Number, and/or Name**

If a staff member changes his or her address and/or telephone number, the staff member is required to immediately notify DEM Human Resources by submitting a change of address form or a letter with the new address and/or telephone number. If a staff member changes his or her name, the staff member must submit legal verification documents in order to update his or her records. If the staff member fails to report any changes, he or she may not receive important and timely information regarding his or her employment and health benefits.

## **J. Termination of Services**

For staff members who are City and County of San Francisco employees, termination from the Bay Area UASI Management Team will be pursuant to applicable San Francisco Civil Service Commission Rules and personnel policies and procedures. As discussed in the Bay Area UASI Bylaws, assigned employees from other member jurisdictions who are not City and County of San Francisco employees may be terminated from an assignment to the Bay Area UASI Management Team at any time, with or without cause.

## **K. Statement of Economic Interest – Form 700**

For City and County of San Francisco employees, the employing department is determined by the CA Campaign & Government Conduct Code. The employing department will inform personnel who must file a Form 700. Staff assigned to the Bay Area UASI Management Team from other jurisdictions should look to their local rules to determine whether he or she needs to file a Form 700. A member jurisdiction could specify that someone serving on the Approval Authority or assigned to the UASI Management Team is a Form 700 filer at a specific disclosure category.

# **III. GENERAL OFFICE PROCEDURES**

## **A. Office Hours**

Regular working hours for the Bay Area UASI Management Team are weekdays from 8:30 A.M. to

5:30 P.M., with a one-hour lunch and two 15-minute breaks: one in the morning and the second in the afternoon. Staff members are expected to work eight hours each regular working day, unless on an otherwise approved schedule, and should arrive and leave within a 30-minute range of their designated regular working hours. The lunch hour may be shortened to a minimum 30-

minute lunch. However, the two 15-minute breaks cannot be used to extend the lunch break or to make up any work time due to arriving later or leaving earlier than scheduled work hours.

## **B. Alternative Work Schedules**

Bay Area UASI Management Team staff members may set an alternative work schedule—that is, one that does not fit the office’s regular working hours—through a compressed work schedule (i.e., working nine days totaling to 80 hours during a pay period). A request for this alternative work schedule must be consistent with the Department of Emergency Management’s department-wide policy, made in writing, and approved by the General Manager. Staff members may be considered for an alternative work schedule after having passed probation and must be in excellent standing per their performance evaluations. Approval is subject to management discretion and business needs, and can be revoked at any time by management.

Staff members on any alternative work schedules must work at least during the core office hours of 9:00 A.M. to 4:00 P.M., Monday through Thursday. Staff must schedule at least a 30-minute lunch each day and cannot use the two 15-minute breaks to reduce work hours or to make up any work time due to arriving later or leaving earlier than scheduled work hours. Staff members on alternative work schedules are responsible for maintaining their full workweek. For more information and to submit an application, please see the Department of Emergency Management’s Alternative Work Schedule Program memo.

## **C. Telecommuting**

Telecommuting on an ad-hoc or regular basis is not permitted. However, scheduled telecommuting may be permitted in exceptional circumstances for a limited time period. Special circumstances could include a health, family, or other personal situation, and telecommuting arrangements can only be approved for periods of up to six months at a time. Approval is provided by the General Manager, is subject to management discretion and business needs, and can be revoked at any time. To be eligible, a staff person’s position must be deemed appropriate for telecommuting, and the staff person must be a suitable candidate. In addition, staff must be in excellent standing per their performance review and have worked for a period of at least one year with the Bay Area UASI Management Team and have passed probation. Any telecommuting approved must be in writing and also be consistent with relevant labor agreements and policies of the employee’s home jurisdiction. City and County of San Francisco employees who receive approval to telecommute are required to follow the City-wide Telecommute Policy guidelines found at <http://sfdhr.org/telecommute>.

#### **D. Work Location**

All work must be completed on-site at the Bay Area UASI Management Team's offices. However, work needs may require many staff members to regularly conduct business elsewhere, such as travelling to meetings located at the sites of partner jurisdictions.

#### **E. Location Reporting**

The Bay Area UASI Management Team uses Microsoft Outlook to schedule its meetings and activities. Staff members who are employees of the City and County of San Francisco Department of Emergency Management are responsible for keeping their Outlook calendars current and making sure they are shared with the entire Management Team staff. Calendars should reflect staff members' locations at all times, since this is the primary method used to identify staff members' locations when necessary. Staff members should enter all meetings, appointments, vacations, and external work locations in their calendars as they are scheduled. In addition, all staff members are also required to input vacations, regional meetings, and other out of office absences into a shared Microsoft Outlook calendar.

#### **F. Attendance and Accounting for Time**

Generally, Bay Area UASI Management Team staff members must account for 80 hours per pay period. All staff persons are expected to proactively communicate with their managers concerning out of office plans that affect deadlines and business operations. If a staff person needs to be out unexpectedly, it is his or her responsibility to contact colleagues and managers as appropriate and ensure commitments for the day will be covered or changed.

The following applies to Management Team staff who are City and County of San Francisco Department of Emergency Management employees:

- **Illness** – If a staff person will be absent due to illness or other unforeseen reason, he or she must speak to or leave a voice mail message with his or her manager/supervisor as soon as possible or by 9:30 A.M. If a staff person is out sick more than one day, he or she must call in. If a staff person is out sick for more than five consecutive workdays, he or she must submit to his or her manager/supervisor a completed *Request for Leave and Leave Protections* form stating the duration of the sick leave, signed by the health care provider.
- **Planned Absences** – In addition to vacations and other leave, planned absences include all time off requested in advance, such as medical appointments, and staff members must make such requests to their manager/supervisor. See next section (“Requesting and Covering Authorized Time Off”).

- **Arriving Late, Taking Time Off During the Day, and Leaving Early** – If a staff person is late by less than 30 minutes from his or her regular arrival time, it is assumed that the staff person will make up the time by working later or shortening his or her lunch period that day, unless the staff person informs his or her manager otherwise. However, the minimum duration of the lunch period is 30 minutes and cannot be shortened further. If the staff person is late 30 minutes or more in the morning or takes an extra 30 minutes or more at lunch or at another time during the day, the staff person must inform his or her manager that day how he or she will account for the time. If the staff person opts not to make up the 30 minutes or more that day, the staff person should charge that time to vacation or other leave.
- **Notification When Arriving Late** – If a staff person is running late in the morning and will arrive more than 30 minutes later than his or her regularly scheduled arrival time, he or she must call his or her manager to inform the manager of his or her estimated arrival time.
- **Holidays** – Legal holidays and floating holidays are counted as eight hours, unless the staff member is on a reduced schedule (working less than 80 hours per pay period).

## G. Requesting and Covering Authorized Time Off

To request time off, Bay Area UASI Management Team staff members who are City and County of San Francisco Department of Emergency Management employees should make the time off request through the PeopleSoft system, a web-based project management/time tracking tool. Staff members should not purchase plane tickets or make arrangements for travel until time off requests have been approved. Please note that all approved vacations are subject to change depending on the office's needs.

Before staff members leave for authorized time off, they are responsible for:

- Posting their name on the shared Outlook calendar for the days they will be out of the office;
- Changing their voicemail greeting to state the days that they are out, and their back-up contact's information;
- Setting up an automated email outgoing message to reflect that they are out of the office, including a back-up contact; and
- Updating their Outlook calendar.

In addition, prior to scheduled leave, the staff person should meet with his or her direct reports and manager to discuss the status of his or her work and any action plan needed as not to delay work while the staff person is away.

## **H. Overtime**

Staff members must have any compensated overtime preauthorized by the General Manager via email. Credit for overtime, whether on a compensatory or paid basis and at what rate, will be provided in a manner consistent with that staff member's existing labor agreement or home jurisdiction's agreement.

## **I. Jury Duty**

A staff member called for jury duty must inform his or her manager/supervisor as soon as the jury duty notice is received. Staff members will be compensated for their jury service duty, unless otherwise prohibited by their home jurisdiction's policies or existing labor agreements. If a staff member is on an alternative work schedule, he or she will be compensated for his or her regularly scheduled workday. For example, if the staff member is scheduled to work a nine-hour day, he or she will be compensated for nine hours.

If the staff member is released from jury duty early, the staff member must report back to work for the remaining hours or use leave hours to account for the remaining hours not spent on jury duty. Staff members must obtain a document from the court attesting to the number of days that the staff member was on jury duty and submit a copy to the Administrative Manager for payroll and tracking purposes. If the staff person receives a jury duty payment check, he or she is to submit a copy of the remittance advice to DEM Payroll so that the staff person's paycheck can be reduced by the amount of the jury duty payment check for jury duty service. If the court provides government employees the option to waive the jury duty payment check (e.g., Declaration of Government Employee Status), the staff member should declare that he or she is a government employee who receives regular compensation and benefits from his or her employer while performing jury service.

## **J. Time Entry Procedures**

Bay Area UASI Management Team staff members who are City and County of San Francisco Department of Emergency Management employees are required to accurately enter their time on a weekly basis using PeopleSoft, a web-based project management/time tracking tool. Such weekly entries include actual time worked as well as vacation days, sick time, legal holidays, and work furlough days. On a regular basis, all UASI Management Team staff members are required to review and approve functional timesheets for federal and state grant compliance purposes prepared by the Grants Management Unit.

## K. Reimbursing Expenses

During the course of official business, Bay Area UASI Management Team staff members may incur travel or business-related expenses that may be reimbursed. Reimbursable expenses are:

- **Travel Expenses** – Includes lodging, transportation costs, registration or attendance fees, subsistence costs, and other costs reasonably and necessarily incurred when the staff person is required to travel on official business. All travel expenses must be pre-approved per the Bay Area UASI Travel Policy.
- **Use of Personal Vehicle & Mileage Reimbursement Rates** – see next section.
- **Other Expenses** – Includes ground transportation, parking fees, bridge tolls, necessary business telephone charges, copying charges, and business-related internet access.

To seek reimbursement for business expenses, the staff person completes an Expense Voucher form, provides original receipts, and forwards the report to his or her manager/supervisor for review and approval. The manager then forwards the voucher to the Grants Management Unit for review and processing. Staff members must submit such requests no more than 30 days from the date costs were incurred or the return from travel. Reimbursement requests that are late, deemed unreasonable or improper, or with incomplete documentation will be denied.

## L. Use of Personal Car for Official Business

Bay Area UASI Management Team staff members may use privately-owned automobiles to conduct day-to-day official business, such as travelling to sites of partner jurisdictions for meetings. Staff will be compensated for such use based on the actual number of miles traveled. In addition, staff may also be paid for all necessary parking and toll expenses. If travel is to destinations outside the general region or includes an overnight stay, airfare, or a need for advanced funds, please see the Bay Area UASI Travel Policy for guidance.

When using a personal vehicle for official business, all passengers in the vehicle must be on official business of the Bay Area UASI. In all instances, the most direct and cost efficient route must be taken. When multiple staff members are attending the same business activity, they are strongly encouraged to carpool. Staff members who use their personal car on business must possess a valid driver's licenses and valid vehicle registration and insurance, as required by state law. Staff members must report all accidents involving personal vehicles used on business.

All parking and toll expenses must be documented with receipts. Staff should submit a claim for reimbursement of expenses as soon as possible after incurring the expenses and within 30 days. The following information is required to be included on the staff person's expense voucher:

- Business purpose;
- Starting point (i.e. worksite or home, whichever is the closer of the two);
- Destination;
- Vehicle make, model and license number; and
- Odometer reading, beginning and ending.

In accordance with the City and County of San Francisco’s local ordinance (i.e., Section 10.28-1 of the San Francisco Administrative Code), the mileage rate for payments to officers and employees for use of privately owned automobiles in connection with any official duty or service is the rate established by the City and County of San Francisco Controller. The San Francisco Controller’s Office currently reimburses mileage at the rate allowed by the Internal Revenue Service as the standard mileage rate for business use of an automobile. A portion of the mileage rate includes compensation for personal automobile insurance expenses. Staff persons who use their personal vehicle for business are responsible for maintaining insurance coverage on that vehicle.

Please note that:

- Mileage is reimbursed when using a personal vehicle, fuel is not reimbursed.
- Personal expenses such as private vehicle repair and maintenance are not reimbursable.
- Staff members are personally responsible and will not be reimbursed for parking or traffic violations or other penalties for infractions of any law.

#### **M. Use of Public Transportation**

Bay Area UASI Management Team staff members should consider using public transportation whenever possible when travelling to work sites for meetings and otherwise for business purposes. The office will reimburse the cost of fares with receipts (e.g., transfers from local bus systems or copies of BART tickets). However, staff should also consider whether the time spent waiting and using such transportation may exceed the cost of driving or other transportation modes.

#### **N. Travel Policy**

The Bay Area UASI has a travel policy that pertains to all Management Team staff members. If business travel is required to destinations outside the general region or includes an overnight stay, airfare, or requires a need for advanced funds, please refer to this policy for guidance. All travel must be approved in advance by the General Manager.

*See Appendix B-1 for the Bay Area UASI Travel Policy.*



## **O. Professional Appearance and Conduct**

Professional appearance and conduct enhance an organization's credibility and reputation. Accordingly, Bay Area UASI Management Team staff members should dress appropriately when on the job. All staff, moreover, should promote an attitude of professionalism and competence. The office has a Friday casual dress policy. However, staff must take into consideration whether casual dress is appropriate if they have outside meetings.

## **P. Use of Office Facilities and Security**

Use of the Bay Area UASI Management Team office facilities and equipment is restricted to work-related activities. On occasion, it may be necessary to place and receive personal phone calls. However, staff members must use discretion and keep such calls short and to a minimum.

Staff members are reminded to keep desktops and other working areas as neat as possible. In addition, at the end of each day, all staff should:

- Ensure that they retain confidentiality of reports and correspondence by storing and securing any sensitive items in desk drawers or file cabinets.
- Make sure that they turn off all computers and close windows in their work area.

## **Q. Essential Functions and Continuity of Operations Plan (COOP)**

As a division of the San Francisco Department of Emergency Management, the Bay Area UASI Management Team has prepared a Continuity of Operations Plan (COOP) to be used in the event of a disruption or threatened disruption of the normal operations of the division's essential functions. The plan explains the functions, operations, and resources necessary to ensure the continuation of these essential functions and provides guidance on the allocation of resources including the reassignment of personnel, the use of alternate facilities, and use of administrative and management support. *Please see Appendix D-1 for a full copy of the plan.*

## **R. Employee Identification Badge**

Pursuant to the personnel policy and procedure of the Department of Emergency Management (DEM), San Francisco employees of the Bay Area UASI Management Team are required to obtain and carry an employee ID badge in order to gain access to the DEM office, located at 1011 Turk Street, San Francisco, CA.

## **S. Contact with the News Media and Elected Officials**

The General Manager should be informed of all work-related contact with elected officials and the news media. Staff members should report to their managers/supervisors all contacts with any such persons about ongoing or proposed work as well as inform the General Manager and/or Assistant General Manager.

## **T. Office Supplies and Equipment**

The Administrative Manager is responsible for ordering supplies, assisting in maintaining equipment (copier, fax, and printer), distributing mail, and responding to space and facilities requests. Staff members should contact the Administrative Manager to check out laptops and USB sticks as required for work purposes.

## **U. Information Systems Assistance**

The IT unit at the Department of Emergency Management is responsible for the information systems functions in the office, including computers and associated devices, telephones, network, email, and software. Staff may request assistance through contacting the IT unit. Staff should utilize the IT helpdesk system by emailing [dtis.helpdesk@sfgov.org](mailto:dtis.helpdesk@sfgov.org).

## **V. Ergonomics**

Bay Area UASI Management Team staff members with ergonomic issues should first review the Ergonomics Policy of the Department Emergency Management, located at 1011 Turk Street, San Francisco, CA. If the policy does not address the staff member's concerns, then he or she should notify his or her manager/supervisor to obtain approval to register with the City and County of San Francisco Department of Public Health for ergonomics training at (415) 554-2736. Once a staff member receives training, it entitles her/him to a free ergonomic evaluation. The evaluation will provide evidence if special equipment is warranted. Special equipment purchases must be submitted for the approval of the General Manager or designee.

## **W. Record Retention**

It is the policy of the Bay Area UASI Management Team to retain all records, documents, and files for five years, unless a longer retention period is needed. Staff members are responsible for managing and retaining complete and accurate documents and records related to their responsibilities. This includes meeting agendas, meeting minutes, progress reports, project plans and agreements, and interim and final deliverables. They are also required to store information

in an organized fashion that is accessible to other members of the Management Team. It is critical that all staff maintain organized and complete records in the shared computer drive.

## **X. Correspondence**

Copies of all correspondence sent from Bay Area UASI Management Team staff members must be retained by the sender. For email correspondence, records should be retained in the sender's outbox in case copies are later required for reference. For hard copy letters and faxes, staff members are required to scan and save documents in the chron file which can be accessed through the Administrative Manager.

## **IV. PROFESSIONAL STANDARDS**

### **A. Deliverable Quality**

Staff members of the Bay Area UASI Management Team are responsible for ensuring that their work deliverables are of high quality and meet stated specifications.

All written products by staff members—including Word, Excel, and PowerPoint documents as well as email communications—should be clear, organized, accurate, to the point, and timely. Staff should perform multiple self-edits to ensure documents are free of formatting, grammatical, content, and organizational errors. The “second pair of eyes” standard should be applied as a general rule for final deliverables—these should be reviewed by the General Manager or designee before being issued.

Quality standards for Excel files include:

- Setting page breaks, print area, and orientation appropriately so that the document prints out properly and can be easily read;
- Making sure headers and footers are in place;
- Including contact information as appropriate;
- Double checking formulas and calculations; and
- Completing spell check.

There are numerous guides for the preparation and delivery of presentations. At a minimum, staff members should make sure to prepare well in advance. It is also a good practice to do a run through of the presentation for colleagues to practice and obtain feedback. Staff should prepare presentations with relevant technical limitations in mind, such as using a minimum 24 point font so that slides can be easily viewed, and making sure printouts in both color and black and white are clear and understandable.

Approval Authority agenda items must be written using the most up-to-date template. For Approval Authority presentations, slide decks should not exceed eight slides and should not be too densely formatted. Pictures and other visual depictions are encouraged. Approval Authority agenda item and presentation templates are available in the UASI office electronic share drive.

## **B. Meetings**

Bay Area UASI Management Team staff members should follow good meeting guidelines when organizing meetings, including:

- Establishing a clear objective prior to each meeting;
- Preparing a clear agenda and distributing it in advance;
- Identifying necessary participants;
- Starting and ending the meeting on time;
- Following the agenda;
- Conducting a meeting summary of major points discussed, decisions reached, and next steps with responsible parties and timeline;
- Creating and distributing minutes;
- Following up with key stakeholders who were absent;
- Sending Save the Date meeting notifications out a minimum of 30 days in advance via a Microsoft Outlook calendar invitation; and
- Sending meeting materials no later than one week prior to the meeting via email and/or as a Microsoft Outlook invitation update.

An often effective way to organize an agenda is by update items, decision items, and next steps. An RSVP should be required for meetings that cannot be effective without all participants.

Most meetings that involve decision making and assignment of next step responsibilities should be documented with meeting minutes/notes. Minutes should be prepared on a timely basis (within one week) and distributed to all participants or just key stakeholders to make sure that they are complete and accurate.

## **C. Facilitation, Brainstorming, and Consensus Building**

Bay Area UASI Management Team staff members should develop and apply skills related to facilitation, brainstorming, and consensus building as appropriate to their work responsibilities.

When facilitating, staff members should:

- Ask open-ended questions;

- Listen more and speak less;
- Encourage participation by all attendees;
- Use a problem-solving orientation; and
- Establish and enforce ground rules (e.g., one person speaks at a time, participant's viewpoints are respected and considered, etc.)

When participating in and leading brainstorming efforts, tips for staff members include:

- Supporting the notion that all ideas are good and all viewpoints valid;
- Striving for balanced participation among participants;
- Creating an environment of trust; and
- Making sure only one person speaks at one time.

Some meetings have a specific purpose of building consensus around a decision. Guidelines for such meetings include:

- Getting the right people to participate;
- Allowing enough time for discussion;
- Resisting the temptation to come to agreement too quickly;
- Listening;
- Involving everyone, particularly all key stakeholders;
- Being open minded about the decision;
- Guiding the participants to consider the impact of each alternative; and
- Ensuring that all (or a majority) of participants are willing to support the decision or agreement.

#### **D. Leadership**

Leadership is a key soft skill that all Bay Area UASI Management Team staff members should cultivate. Some traits of successful leaders culled from literature on the topic include: flexibility, creativity, initiative, collaboration, enthusiasm, high standards of quality, vision, good judgment, openness to new ideas, conflict resolution, and integrity. There are many leadership styles, including directive, participative, and facilitative. In addition, staff members at all levels should strive to “manage upward”—helping guide upper management on decisions and pushing management appropriately and in a professional manner in order to obtain timely input and approval that keeps work processes moving.

## E. Teamwork

Bay Area UASI Management Team staff members should strive for excellence when leading and participating in teams. Successful teamwork requires, among other things:

- Accountability;
- Communication;
- Transparency;
- Trust;
- Cooperation;
- Clarity of goals and purpose;
- Clearly defined roles and responsibilities;
- Well-defined decision procedures and authority, including delegation;
- Clear channels of communication;
- Problem solving and conflict resolution skills;
- Constructive feedback methods;
- Balanced participation;
- Holding people accountable for results; and
- Valuing of all members and the skills they bring to the team.

Managers/supervisors are encouraged to recognize team and individual accomplishments.

Conflict and disagreement are natural byproducts of highly committed and spirited teams working on challenging issues. Sources of conflict can include different assumptions about the context of the work/project, disagreement on the appropriate strategy or tasks, or disagreement or lack of clarity on goals. Conflict can also emerge from common implementation challenges, including lack of resources, tight schedules, conflicting priorities, changing goals, technical challenges, unclear processes, and personality or interpersonal issues among members. *When such conflict arises, team leaders and members should promptly discuss with each other and address the issues to help identify opportunities and options for resolution.* Team leaders and members should seek to clarify the source of the conflict, find solutions, and build consensus in order to reduce conflict and maintain effective and efficient work flow processes.

In team dynamics, staff members should also be mindful of different communication styles and personality temperaments. Staff members often need to “flex” their natural style in order to communicate in a way that will be effective with other team members. Some Bay Area UASI staff members have been trained in the DISC or Myers-Briggs temperament typologies. More information on DISC can be obtained from these websites:

- <http://www.myersbriggs.org/>
- <http://changingminds.org/explanations/preferences/disc.htm>

Interpersonal trust among team members promotes creativity, conflict management, empowerment, teamwork, and leadership. A culture of trust is a valuable asset for an organization. Trusting teams begin with trustworthy managers/supervisors, and trustworthy managers are those who exhibit integrity, reliability, fairness, caring, openness, competence, and loyalty.

## **F. Internal Reporting**

All Bay Area Management Team staff members should conduct regularly scheduled and agendaized check-ins with their managers/supervisors and staff to discuss progress on work. Project tracking systems such as Microsoft Project may be used to efficiently manage staff workloads and can be used as a reporting tool during these meetings. The format, content, and frequency of these meetings will be specific to the work tasks under discussion, but a general format to use in such meetings is as follows:

- Accomplishments for the reporting period;
- Challenges for the period and how they are being addressed;
- Progress/deviations on scope, schedule, and budget of projects;
- Expectations for deliverables;
- Needed input on key decisions; and
- Action plan for the next reporting period.

Team leaders should regularly work with team members to ensure that expectations are synchronized as to the above. In addition, team leaders should, as needed, facilitate the communication between team members who own dependent tasks so that successor tasks can begin as soon as possible after predecessor tasks are complete.

## **G. Problem Escalation**

All Bay Area UASI Management Team staff members are responsible for immediately escalating significant work or project implementation problems to their managers/supervisors, and this may be necessary to do outside of regular check-in meetings. Staff should escalate when a problem:

- Is of high visibility (e.g., could be reported in the press);
- Has the potential to harm relationships with stakeholders;
- Involves a sensitive topic;
- Involves communication to a very senior manager or elected representative;
- Threatens to significantly change scope, schedule, or budget of a project; and/or
- Concerns an issue previously identified as critical and in need of escalation.

*If a staff member is not sure whether or not a problem should be escalated, he or she should err on the side of consultation with management.* In addition, staff members should inform their manager/supervisor when important work or project contacts (such as consultants or team members from other jurisdictions) have not provided timely responses to requests for decisions or information, leading to delays in work implementation. As a general rule, if two communication attempts over the course of several weeks go unheeded, the contact should be considered nonresponsive. In many instances, a shorter time period without a response might be a cause for concern and work delays.

## H. Additional Resources

Bay Area UASI Management Team staff members should utilize the many resources available on the professional standards topics discussed above, as well as other professional standards more specific to their work functions. Some resources are as follows:

- **Project Management** – The American Management Association (AMA) and Project Management Institute offer numerous training courses on all aspects of project management. Some particularly good resources on project management include the *AMA Handbook of Project Management*, *Project Management Step-by-Step*, and *A Guide to the Project Management Body of Knowledge*.
- **Financial Management** – The Government Finance Officers Association (GFOA) provides professional development training opportunities to state and local finance professionals, and features a range of training and professional resources on its website, [www.gfoa.org](http://www.gfoa.org)
- **City and County of San Francisco Department of Human Resources (DHR)** – DHR offers a host of trainings related to work processes of the Bay Area UASI Management Team. Offerings include courses on leadership, communications, writing, presentations, conflict management, and project management. Please see the DHR website for more information.
- **Homeland Security** – The following websites offer homeland security and emergency response-related training:
  - Bay Area UASI Regional Training & Exercise Program <https://www.bauasitep.org/>
  - Texas Engineering Extension Services (TEEX) <http://www.teex.com>
  - Energetic Materials Research and Testing Center (EMRTC) <http://respond.emrtc.nmt.edu/>
  - Homeland 1 <http://www.homeland1.com/homeland-security-education-training/>
  - FEMA Emergency Management Institute Independent Studies <http://training.fema.gov/IS/crslst.asp>



- Center for Homeland Defense and Security-Naval Post Graduate School  
<https://www.chds.us>

## V. ETHICAL PRINCIPLES

### A. Professional Ethics

All staff members of the Bay Area UASI Management Team are required at all times to carry out their roles and responsibilities according to the highest ethical standards. Staff members are bound by all of the rules, procedures, and specific requirements related to ethical and professional behaviors that are promulgated by their respective jurisdictions. Staff member conduct must be professional and competent, cooperative with partners and stakeholders, and avoid bringing the Bay Area UASI into disrepute or negatively reflecting upon it.

### B. Hatch Act

All Bay Area UASI Management Team staff members must understand and agree that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from FEMA. They will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

### C. Conflicts of Interest

No member of the Bay Area UASI Management Team may use their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.

Bay Area UASI Management Team members must adhere to the following federal standards for avoiding conflicts of interest in grants management and administration. Violations of conflict of interest standards may result in criminal, civil, or administrative penalties.

No official or employee of a State or unit of local government or a non-governmental recipient/sub-recipient shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, award, cooperative agreement,

claim, controversy, or other particular matter in which award funds (including program income or other funds generated by federally funded activities) are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or has less than an arm's-length transaction.

In the use of Bay Area UASI funds, all staff must avoid any action that might result in, or create the appearance of:

- Using his or her official position for private gain;
- Giving preferential treatment to any person
- Losing complete independence or impartiality;
- Making an official decision outside official channels; and
- Affecting adversely the confidence of the public in the integrity of the government or the program.

Where a recipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse himself or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications.

#### **D. Fraud**

All Management Team staff members have a responsibility for fraud prevention and detection concerning the use of grant funds. Most grant fraud includes conflicts of interest, failure to properly support the use of grant funds, and theft. More generally, fraud includes:

- Any dishonest or fraudulent act
- Misappropriation of funds, securities, supplies or other assets
- Impropriety in the handling of money or financial transactions
- Profiteering as a result of insider knowledge of your organization's activities
- Disclosing confidential or proprietary information to outside parties
- Accepting or soliciting anything of material value from contractors, vendors, or persons providing services to the company
- Destruction, removal, or inappropriate use of business assets

Staff should immediately report any suspicion of fraud directly to the Bay Area UASI Management Team Chief Financial Officer, the FEMA OIG (Office of the Inspector General) hotline (see FEMA website), and/or the City and County of San Francisco Whistleblower Program (<http://sfcontroller.org/whistleblower-program>).

The Bay Area UASI Chief Financial Officer shall be responsible for investigating fraud in conjunction with local jurisdictions, Cal OES, FEMA, and/or other parties as appropriate. Actions taken in the event of fraud may include debarment from receipt of future grant awards, termination of employment, and/or legal recourse.

#### **E. City and County of San Francisco Ethics Requirements**

Bay Area UASI Management Team employees of the City and County of San Francisco Department of Emergency Management come under the jurisdiction of specific requirements related to ethical behavior, including the following:

- San Francisco Ethics Commission regulations;
- Civil Service Commission Rules;
- Provisions of the Employee Handbook published by the Department of Human Resources (DHR), which can be found at <http://sfdhr.org/employees>; and
- All applicable Memoranda of Understanding (MOUs) pertaining to an employee's position classification.

In particular, employees of the City and County of San Francisco should be familiar with and abide by the requirements in the following documents:

- Regulations implementing Proposition E (Conflict of Interest) (refer to "Laws" section of the Ethics Commission web page).
- Ethics Commission Manual, "A Guide to State and Local Laws Governing the Conduct of Public Officials and Employees" (refer to "Laws" section of the Ethics Commission web page).
- DHR Employee Handbook, "Conflicts of Interest and Ethical Obligations"
- Civil Service Commission Rule 118, "Conflict of Interest"

#### **F. Department of Emergency Management Statement of Incompatible Activities**

Bay Area UASI Management Team employees of the City and County of San Francisco Department of Emergency Management are subject to the Department of Emergency Management's Statement of Incompatible Activities. The Statement discusses incompatible activities that apply to all staff. The document identifies activities that are incompatible, inconsistent, or in conflict with the duties and mission of the department. This includes:

- **Outside Activities** – Contracting with the City in any capacity, being a registered lobbyist, being employed by a registered lobbyist, or receiving or accepting compensation from a registered lobbyist is strictly prohibited. An employee may not engage in an outside

activity, whether compensated or not, that conflicts with the employee's City duties or when the ability to perform the duty is materially impaired. Additionally, an employee may not engage in outside activities that would cause the employee to be absent from the employee's assignment on a regular basis, or otherwise require a time commitment that is demonstrated to interfere with the employee's performance of the employee's duties. Employees may seek an informal determination from the General Manager whether an outside activity may be incompatible. The employee may also seek an advance written determination from the Department's Executive Director or designee whether a proposed outside activity is incompatible and therefore prohibited.

- **Acceptance of Gifts** – Employees are not permitted to accept any gifts from any entity other than the City for performing services or acts that the employee is expected to render in his or her normal course of duties. In addition, employees are not allowed to accept gifts from other City departments. Nevertheless, there are specific circumstances in which gifts are considered minimal, and can be accepted:
  1. Voluntary gifts, other than cash, with an aggregate value of \$25 or less per occasion.
  2. Voluntary gifts such as food and drink, without regard to value, to be shared in the office among employees or officers.
  3. Free attendance at a widely attended convention, conference, seminar or symposium.
  
- **Outside Employment** – If it is determined that outside employment is not an incompatible activity, employees should also become familiar with Civil Service Rule 18, which discusses conflict of interest and additional part-time employment for City employees. Employees should ensure that they meet all City rules and regulations before accepting additional part-time employment. It is the policy of the Department that all employees comply with the Civil Service requirement that they report and receive approval for compensated employment outside of their employment with the City. Additionally, employees are prohibited from using City time and resources such as telephones, fax equipment, computers, copying machines, and other materials and supplies for outside employment.

*See Appendix C-1 for a full copy of the Statement of Incompatible Activities.*

## **VI. APPENDICES**

A-1 Bay Area UASI Performance Plan

B-1 Bay Area UASI Travel Policy

C-1 Statement of Incompatible Activities

D-1 Bay Area UASI Continuity of Operations Plan (COOP)

**A-1. Bay Area UASI Performance Plan**

# 2017-2018

## Performance Plan and Appraisal Report

### I. EMPLOYEE IDENTIFICATION INFORMATION

<b>1. LAST NAME, FIRST NAME, MIDDLE INITIAL</b>	<b>2. JOB CODE NUMBER AND TITLE</b>	<b>3. STATUS</b> <input type="checkbox"/> Permanent (PCS) <input type="checkbox"/> Provisional (TPV) <input type="checkbox"/> Permanent Exempt (PEX) <input type="checkbox"/> Temporary Exempt (TEX) <input type="checkbox"/> Temporary Civil Service (TCS) <input type="checkbox"/> Limited Tenure (Restricted Use) (TLT) <input type="checkbox"/> Non Civil Service (Restricted Use) (NCS)
<b>4. WORK LOCATION &amp; DIVISION</b>	<b>5. DEPARTMENT</b>	<b>6. REASON FOR REPORT</b> <input type="checkbox"/> Annual <input type="checkbox"/> Dept. Review Period <input type="checkbox"/> Probationary <input type="checkbox"/> Unscheduled
	<b>7. REVIEW PERIOD</b>	<b>8. PROBATION START AND END DATE</b>

## II. PERFORMANCE PLAN – JOB DESCRIPTION

### REVIEW OF DUTIES & RESPONSIBILITIES BASED ON JOB DESCRIPTION

FUNCTIONAL/WORKING TITLE	
1.	COMMENTS:
2.	COMMENTS:
3.	COMMENTS:
4.	COMMENTS:
5.	COMMENTS:
6.	COMMENTS:
7.	COMMENTS:
8.	COMMENTS:
9.	COMMENTS:
10.	COMMENTS:

11.	<b>COMMENTS:</b>
12. <b>Statement of Incompatible Activities:</b> Fully comply with the department’s Statement of Incompatible Activities as approved by the Ethics Commission. Compliance includes, but is not limited to: Restrictions on Incompatible Activities; Restrictions on Use of City Resources, City Work-Product and Prestige; and Prohibition on Gifts for Assistance with City Services.	<b>COMMENTS:</b>
13. <b>Use of City and County Resources for Business Purposes Only:</b> All City equipment, devices, and materials (i.e., photocopiers, telephones, computers, vehicles, stationery, fax machines, email accounts, etc.) must be used only for conducting City business.	<b>COMMENTS:</b>
14. <b>DSW Preparedness:</b> Take all necessary steps to prepare yourself for an emergency, in your capacity as a Disaster Service Worker; provide updated personal contact information to your department so that you can be contacted in the event of an emergency; report in and respond promptly to instructions by the City and/or your department in the event of an emergency; participate in any drills or emergency exercises as notified; and carry out disaster-related work assignments as required; complete all required disaster-related trainings.	<b>COMMENTS:</b>
15. <b>Customer Service:</b> As a representative of the City, be efficient, professional, accountable, and courteous in your interactions with the public, fellow employees, and external business partners. Respond to requests for assistance and/or requests for information in a timely manner as specified by your department.	<b>COMMENTS:</b>
16. <b>Attendance:</b> Regular and prompt attendance is required for your job. All planned absences must be requested and approved in advance. For illness, emergencies or other unplanned and unforeseeable absences, notify your supervisor as soon as possible, but no later than the beginning of the work day on the first day of the absence	<b>COMMENTS:</b>
17. <b>Compliance with Rules, Policies and Procedures:</b> Fully comply with all Departmental rules, policies and procedures. Also comply with City rules and policies in the Employee Handbook including, but not limited to: Policy on Equal Employment Opportunity; Policy on Equal Opportunity and Reasonable Accommodation for Individuals with Disabilities; Policy Prohibiting Harassment; Policy Prohibiting Employee Violence in the Workplace; Policy Regarding the Treatment of Co-Workers and Members of the Public; Responsibility for Responding to and Reporting Discrimination, Retaliation and Harassment; Reporting and Responding to Workforce Violence; etc.	<b>COMMENTS:</b>



### III. PERFORMANCE PLAN – KEY OBJECTIVES

<p><b>Accountability:</b> <i>Desire and willingness to assume responsibility for a group and/or one’s personal actions. Understand the impact of one’s behavior and actions on the group and its desired goal. Dedication to the success of the department and your team by being engaged, responsible, transparent, meeting commitments and producing timely, quality work products.</i></p>	
<input type="checkbox"/> Provided little or no support for policies and decisions. Unwilling to hold self or subordinates accountable for actions. Lax at enforcing City or department policies, procedures or regulations.	<p><b>REVIEW OF PERFORMANCE:</b></p>
<input type="checkbox"/> Required self, subordinates, and others to conform to City or department rules and regulations. Enthusiastically supported policies and decisions of management. Initiated appropriate administrative and disciplinary action when necessary. Enforced standards uniformly.	
<input type="checkbox"/> Consistently held self, subordinates and others accountable for performance and behavior. Actively persuaded others to support policies and decisions even if unpopular. Outstanding leader that aggressively worked to ensure standards were uniformly enforced.	
<p><b>Initiative:</b> <i>Ability to originate and act on new ideas, pursue opportunities to learn and develop, and seek responsibility without guidance were supervision.</i></p>	
<input type="checkbox"/> Postponed needed action. Implemented or supported improvements only when directed to do so. Showed little interest in career development. Potential improvements in methods, services, or products went unexplored.	<p><b>REVIEW OF PERFORMANCE:</b></p>
<input type="checkbox"/> Championed improvement from new ideas, methods, and practices. Anticipated problems and took prompt action to avoid or resolve them. Sought opportunities for own career development.	
<input type="checkbox"/> Aggressively sought out additional responsibility. Optimized the use of new ideas and methods. Made noteworthy contributions to improving process and service delivery.	
<p><b>Respecting Others:</b> <i>The degree to which this individual cooperated with other people or groups to achieve common goals.</i></p>	
<input type="checkbox"/> Showed disregard for feelings of others through inappropriate comments were actions. Did not promote a team effort.	<p><b>REVIEW OF PERFORMANCE:</b></p>
<input type="checkbox"/> Treated others in a courteous, thoughtful, and respectful manner. Worked comfortably with others of all levels and positions.	
<input type="checkbox"/> Worked to achieve a high state of mutual respect with all. Actively encouraged sensitivity to an understanding of the attitudes, perceptions, and ideas of others. Outstanding cooperation with others.	
<p><b>Adaptability:</b> <i>The degree to which this individual monitored, adjusted, and managed change as directed by division, department, or political realities.</i></p>	
<input type="checkbox"/> Occasionally had difficulty in digesting to changes in job, policies, procedures, and environment. Effectiveness impaired by changes to routine. Ignored division, department, or political realities.	<p><b>REVIEW OF PERFORMANCE:</b></p>
<input type="checkbox"/> Took change in stride. Adapted quickly to changes in division, department, or political realities. Maintained effectiveness despite disruptions to work routine.	
<input type="checkbox"/> Expertly managed change. Adjusted easily to major last minute changes in job, policies, procedures, or organizational and political environments. Very flexible. Maintained a high degree of effectiveness.	

## IV. APPRAISAL REPORT SUMMARY

### A. OVERALL PERFORMANCE RATING

The appraisal report on overall performance should include a consideration of all items in the Job Description, Departmental policies and procedures, and the Performance Plan's Key Objectives for the review period. Circle the appropriate number on the continuum.

Did Not Meet Expectations	Met Expectations	Exceeded Expectations
Performance of job duties needs improvement; did not meet many or majority of objectives.	Performed job duties competently and effectively; met the objectives. (Meets Competent and Effective requirement)	Performed job duties with exceptional competence and effectiveness; exceeded the objectives.
1	2	3

### B. COMMENTS REGARDING OVERALL PERFORMANCE

### C. EMPLOYEE GUIDELINES – PERFORMANCE PLAN AND APPRAISAL REPORT

1. Employee should review his/her employee organization's Memorandum of Understanding with the City and County of San Francisco for information that may add to or modify the following list of guidelines.
2. Employee has the right to read the Performance Plan and Appraisal Report.
3. Employee has the right to receive a copy of the Performance Plan and Appraisal Report.
4. Employee has the right to discuss the report with the Reporting Supervisor or Manager.
5. Employee has the right to attach a rebuttal to the Performance Appraisal Plan and Report. The rebuttal must be presented within 30 working days of the report date. The rebuttal should only address the items presented in the report.
6. Employee may request a conference, if requested, with the Reviewer (Reporter's supervisor or manager).

## V. SIGNATURE PAGE

### PERFORMANCE PLAN

#### A. Performance Plan/Key Objectives Sign-Off

1. REVIEWER SIGNATURE	2. REVIEW DATE	
3. SUPERVISOR SIGNATURE	4. EMPLOYEE SIGNATURE	5. MEETING DATE

#### B. Mid-Period Performance Review Meeting

1. SUPERVISOR SIGNATURE	2. EMPLOYEE SIGNATURE	3. MEETING DATE
-------------------------	-----------------------	-----------------

### PERFORMANCE APPRAISAL REPORT

#### C. Reviewer's Certification

1. NAME, WORK LOCATION	2. JOB CODE NUMBER AND TITLE	
3. I CERTIFY THAT I HAVE REVIEWED THIS REPORT. (Signature)		4. DATE

#### D. Reporting Supervisor/Manager

2. NAME, WORK ADDRESS	2. JOB CODE NUMBER AND TITLE	
3. DATE OF CONFERENCE WITH EMPLOYEE	4. SIGNATURE	5. DATE

#### E. Employee's Statement

1. <input type="checkbox"/> I AGREE WITH THIS REPORT. <input type="checkbox"/> I DO NOT AGREE WITH THIS REPORT: SECT. _____ NO. _____ <input type="checkbox"/> I HAVE ATTACHED A REBUTTAL. <input type="checkbox"/> I HAVE ATTACHED A REBUTTAL AND REQUEST A CONFERENCE WITH THE REVIEWER.	2. CONFERENCE DATE
	3. SIGNATURE CERTIFIES I HAVE READ THE REPORT  <input type="checkbox"/> DECLINED TO SIGN. DATE:

## VI. EXPLANATIONS OF SECTIONS

I. **EMPLOYEE IDENTIFICATION INFORMATION** — Basic information about the employee, his/her status, and the review period.

II. **PERFORMANCE PLAN: JOB DESCRIPTION** — A list of the duties and responsibilities based on the job description. Comments may include clarification of job description items, address mid-year progress, and appraise the performance of the duties and responsibilities. If appropriate, the job description may be a source of Key Objectives for the review period.

III. **PERFORMANCE PLAN: KEY OBJECTIVES** — Most important objectives for the review period and comments regarding the appraisal of the performance of the objectives.

### IV. APPRAISAL REPORT SUMMARY

A. **Overall Performance Rating** — Reporting Supervisor's/Manager's rating of the employee's overall performance over the appraisal review period.

B. **Comments Regarding Overall Performance** — Narrative explanation of the rating of overall performance during the appraisal report review period.

- |  |                                      |  |
|--|--------------------------------------|--|
| ◆ Demonstration of Dept Values           | ◆ Attendance and Punctuality         | ◆ Effectiveness of Working with Others |
| ◆ Overall Performance of Job Description | ◆ Quantity of Work Performed         | ◆ Use of Materials and Equipment       |
| ◆ Results of Performance Objectives      | ◆ Quality of Work Performed          | ◆ Safety                               |
| ◆ Knowledge of Job                       | ◆ Adaptability to the Work Situation | ◆ Performance Plans                    |
| ◆ Employee's Strengths                   |                                      |  |
| ◆ Achievements                           |                                      |  |

In addition to the areas above, the following areas may be addressed for supervisors/managers:

- |                                  |                                 |                   |
|----------------------------------|---------------------------------|-------------------|
| ◆ Communication                  | ◆ Planning                      | ◆ Decision Making |
| ◆ Directing and Motivating Staff | ◆ Training and Developing Staff |                   |

C. **Employee Guidelines** — Guidelines for employees regarding the Performance Plan and Appraisal Report.

### V. SIGNATURE PAGE

A. **Performance Plan/Key Objectives Sign-Off** — Signatures of the supervisor and the employee, the date they met to finalize the plan, the signature of the reviewer, and the date of the review.

B. **Mid-Period Performance Review Meeting** — Signatures of the supervisor and the employee and the date they met to review progress on the plan.

C. **Reviewer's Certification** — Information regarding the reviewer of the report. This is the person who directly supervises the reporting supervisor/manager.

D. **Reporting Supervisor/Manager** — Information regarding the reporting supervisor/manager of the report. This is the person who directly supervises the employee's performance.

E. **Employee's Statement** — Employee's opportunity to respond to the PPA Report using a checklist, signature and date. Signing the report only certifies that the employee has read it. It does not indicate, unless marked, that the employee agrees with the report.

VI. **EXPLANATION OF SECTIONS** — Basic information about what should be included in each section of the Performance Plan and Appraisal Report.

**B-1. Bay Area UASI Travel Policy**



# **BAY AREA UASI TRAVEL POLICY**

Updated FEBRUARY 2017

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# BAY AREA UASI TRAVEL POLICY

## SCOPE OF THIS MANUAL

### Policies, Guidelines, and Procedures

This manual provides policies and guidelines for the BAY AREA UASI (BAUASI) and establishes procedures for the Management Team, Approval Authority Members, Affiliated Non-Employees, and others who incur authorized business travel expenses on behalf of the BAUASI.

### Affected Parties

The policies, guidelines, and procedures contained herein apply to the Approval Authority Members, Management Team, Contractors, Affiliated Non-Employees, and other similar individuals.

For the remainder of this document, BAUASI business travelers will be referred to as “travelers” or “employees,” unless otherwise noted.

## PURPOSE, OBJECTIVES AND PRINCIPLES

### Purpose

This guideline is to provide BAUASI travel rules and provide guidance to what expenses will be allowed. As a general rule, travelers or employees should incur only those expenses that a reasonable and prudent person would incur when traveling on official business. Due consideration should be given to such factors as suitability, convenience, and the nature of the business involved. Travel expenses are reimbursable for travelers and employees who travel on official business on behalf of the BAUASI, subject to the allowances, limits, and requirements discussed below.

### Objectives

The objectives of the BAUASI’s travel policy and procedures documents are as follows:

- To support travel costs incurred on behalf of the BAUASI for the purpose of conducting official business;
- To establish uniform criteria and approval for advances and reimbursement of travel expenses for BAUASI business travelers;
- To ensure all BAUASI business travelers have a clear and consistent understanding of policies and procedures for business travel;
- To avoid the improper use of funds for travel that does not benefit the BAUASI.

## Guiding Principles

Travel on behalf of the BAUASI will be approved if it constitutes official business on behalf of the BAUASI and the purpose results in a benefit to the BAUASI.

## Definition of Official Business

To constitute “official business on behalf of the BAUASI”, the activities of an employee or traveler of the BAUASI must clearly demonstrate that there is a valid BAUASI interest to be served or gained through the travel; and there is:

- a. Relevance to the BAUASI’s operations or the individual’s role in such operations; and/or
- b. The promotion or development of the BAUASI’s programs, methods or administration; and/or
- c. Compliance with instructions or authorization for BAUASI.

## Prudent Person Standard

All expenses incurred while traveling on BAUASI business should be a reasonable and prudent use of public funds. Cost will be taken into account when weighing the importance and benefits of the business purpose for travel. Travelers should choose the most efficient, direct and economical travel options required for the occasion and any individual who chooses a different route, without adequate justification, must assume any additional expense incurred. If for traveler’s personal convenience, there is interruption or deviation from the direct route, the travel cost cannot exceed that which would have been incurred on uninterrupted travel.

Travel is authorized for the minimum number of persons necessary to carry out the business purpose of the travel, and only for those whose job tasks are directly related to the purpose of the travel. For travel within the State and requiring overnight stays, no more than four (4) Management Team employees should be allowed to attend the same seminar or workshop, unless individual attendance is required for educational or certification purposes. For out-of-state, international travel, and travel to non-continental destinations, no more than four (4) Management Team employees and no more than 14 travelers from all jurisdictions (for a total of 20) may travel to the same destination for the same purpose, without prior approval by both the Approval Authority and/or the General Manager. (See Travel Authorization Below)

It is the objective to diversify the number of persons requesting to travel, giving more weight to those who haven’t traveled previously to attend a seminar, conference, or workshop to those who previously traveled to attend such events. It is also the intention to diversify participation among the Bay Area Region to allow regional stakeholders, members, affiliated non-employees, and other similar individuals the opportunity to attend a seminar, conference, or workshop. Lastly, attending employees or travelers shall be required to give a presentation or report to other fellow employees or group members after returning from a workshop, seminar, or similar event.

If there are specific reasons for which the General Manager approves attendance of more than four (4) employees of the Management Team for a seminar, workshop, or similar event which is not for education certification purposes, the additional costs and the justification notes will be reviewed and reported to the Approval Authority.

### Occasions for Travel

Examples include the following types of occasions when the BAUASI traveler is required to travel out of the general region to:

- Attend a convention, seminar, meeting, school, or training;
- Make professional presentations as a representative for the BAUASI;
- Interview persons; inspect programs, facilities or institutions; conduct surveys; exchange professional information;
- Work at a project location sufficiently distant from the main or regular place of work to require overnight lodging;
- Work long hours away from the main or regular place of work where daily travel is impractical; and/or
- Participate in formal activities, including hosting of persons who, for protocol reasons, merit appropriate courtesies and hospitality.

### Non-occasions for Travel

Membership in an organization is not, of itself, a basis for travel authorization, and in no circumstance shall employees be authorized to travel as a reward for meritorious service, performance, or employee recognition, unless the purpose is to receive an award of formal recognition bestowed by a recognized outside organization for work performed for the BAUASI.

### Exception Principles

Exceptions to specific provisions of the BAUASI travel policy may be authorized by the General Manager on a case-by-case basis, and only when there is adequate written justification and documentation and the travel is within the intent of the overall travel policy. Allowable exceptions are confined to the following conditions:

- To serve the business interest of the BAUASI;
- To avoid a severe hardship or inconvenience;
- To observe an established or expected protocol at a specified event; or,
- To respond to an emergency situation.

### Possible Conflict with Labor Agreements or Laws

These policies apply to all of the BAUASI's employees unless they are in conflict with specific provisions of existing labor agreements or with specific provisions of state or federal law. In such cases, the provisions of those agreements or laws shall prevail for the employees covered under those agreements or laws.

## Geographical Categories

BAUASI travel policies cover three geographical categories:

- In-State
- Out-of-State (within contiguous 48 states)
- International and Travel to Non-Continental US territory

## Advance Fund Request and Claims Submission

BAUASI travelers may submit a request for advance funds to cover anticipated out-of-pocket travel expenses whenever the expenses are incurred as part of official duties. He or she may also submit a claim for reasonable, actual and necessary incurred expenses related to such authorized travel.

## Prudent Judgment and Common Sense

While this manual tries to provide specific guidelines for most circumstances that might be encountered while traveling on BAUASI business, it cannot anticipate all possible circumstances. When such circumstances occur, employees should use prudent fiscal judgment and common sense in the expenditure of public funds.

# **RESPONSIBILITY AND ENFORCEMENT**

## Traveler

Anyone who travels on BAUASI business, or supervises someone who travels, is responsible for knowing the general intent of the travel policy. The traveler is responsible for complying with the BAUASI's travel policies and exercising reasonable and prudent judgment related to BAUASI business travel. The traveler is also responsible for obtaining proper authorization and preparing and submitting expense reports (with appropriate receipts) in a timely manner.

## Approval Authority Members and Management Team

Approval Authority Members and the Management Team are responsible for travel requests and expenditures, and for exercising due diligence to ensure that authorized travel is necessary and appropriate for the conduct of BAUASI business, that the cost is reasonable and justified by the trip's purpose, and that the travel expenditures are budgeted and within budgetary limits. They are also responsible for assuring that expense reports are accurately reviewed for compliance and for review and recommendation regarding exceptions.

The policies, guidelines and procedures mentioned below do not preclude more restrictive internal approval procedures which the BAUASI may choose to implement internally to better monitor and control the budget. While this policy places the primary responsibility for travel oversight on the

Chief Financial Officer of the Grants Management Unit, the General Manager and Chair of the Approval Authority may impose additional approval levels or processes.

### General Manager

The General Manager establishes common and consistent travel practices as governed by these policies and guidelines. The General Manager has lead responsibility in the regular review of travel policies and procedures and the development of amendments, as needed. The General Manager, along with the Approval Authority, reviews and approves international travel requests. The General Manager has the authority to grant an exception to a specific provision of the travel policy. The General Manager has final approval authority as to the appropriateness and reasonableness of reimbursement requests, other than exceptions described above.

### Chief Financial Officer

The Chief Financial Officer works with the General Manager to maintain common and consistent travel practices as governed by these policies and guidelines.

### Grants Management Unit

The Grants Management Unit is responsible for exercising general oversight for the processing of reimbursement requests in order to ensure consistency with the policies and guidelines set forth in this document. The Grants Management Unit processes claims, including conducting desk audits, and provides timely, accurate reimbursement to claimants. Regular updates to the published travel policies and procedures are provided by the Grants Management Unit.

## **TRAVEL AUTHORIZATION**

### Obtaining Travel Authorization

Travel authorization should be obtained as early as reasonably possible, prior to the date of travel. Authorization is required for all BAUASI travel for official business purposes. Employees or travelers must always secure advance approval from their direct supervisor/manager for all BAUASI travel. This approval must always be in writing as stated in the section which follows (Advance Written Request).

Written request for travel is made on the Travel Authorization form. Blank forms and completed samples can be found in Appendix A.

### Advance Approval Required

If travel includes an overnight stay, airfare, or advanced funds or transportation involving a rental car, advance written approval by the General Manager is required. For Approval Authority Members and employees from other jurisdictions, except those working for the Fiscal Agent, an advance written request must first be approved at the appropriate department of the home

jurisdiction and then subsequently forwarded to the General Manager for pre-approval. For in-state and out of state travel, no more than four (4) Management Team employees should be allowed to attend the same seminar or workshop, unless individual attendance is required for educational or certification purposes.

#### Travel On Behalf of a National Association, Board, and/or Committee

An advance written request and approval by the General Manager or Approval Authority is required if travel is based upon holding office on a national association, board, and/or committee.

#### Travel to Non-Continental Destinations and International Travel

If travel includes an overnight stay, airfare, or advanced funds or transportation involving travel to non-continental destinations, advance written request and approval by both the Approval Authority and General Manager is required. For Approval Authority Members and employees from jurisdictions other than the Fiscal Agent, an advance written request must first be approved at the appropriate department of the home jurisdiction, and then subsequently forwarded to the Approval Authority and General Manager for pre-approval.

For travel to non-continental destinations and international travel, no more than four (4) Management Team employees and no more than 14 travelers from all other jurisdictions (for a total of 20 travelers) may travel to the same destination for the same purpose, without prior approval by the Approval Authority and the General Manager.

In addition to the above, approval of international travel should be obtained using the following procedures:

1. A request for international travel must be submitted, on agency letterhead, to the BAUASI 6 months before the scheduled travel dates. The request should include:
  - a. The dates and locations and proposed itinerary for the international travel;
  - b. The purpose of the international travel, including a description of the event, training, or exercise to be attended;
  - c. The number, names, titles, and roles of each individual scheduled for this international travel event;
  - d. The estimated expense budget for the international travel, including estimated air fare, lodging, per diem, and any other associated expense; and
  - e. The expected benefit to the sub-recipient and to the UASI grant, if the international travel is approved.
2. If the overseas travel involves a training activity, the requesting agency must submit, on agency letterhead, a separate written request that describes:
  - a. Name/address/contact information of the training provider;
  - b. Proposed Agenda of day to day activities; and
  - c. The estimated expense budget for the international training activity, including registration/tuition, estimated air fare, ground transportation, lodging, meal per diem, and any other associated expense.

3. Travel and budgetary approvals from Cal OES and DHS can take up to 5 months. Sub-recipients should provide updated budget and itinerary information, as needed by Cal OES or DHS, and before final travel arrangements are made.
4. Authorized international travel must follow the sub-recipient's local travel policy. However, in the absence of any international travel policy, the sub-recipient must adhere to the Federal Travel Regulations (2 CFR 200, subsection 474).
5. Upon receipt of all approvals, the sub-recipient shall ensure that all necessary grant modifications are requested from the BAUASI, and training feedback numbers are obtained for the international travel event.
6. Upon completion of the international travel, and before expenses are invoiced and reimbursed, sub-recipient shall submit a travel report that assesses the relative success or failure of the trip, knowledge or training gained from the trip, and quantifies any benefits to the UASI grant.

### Travel Authorization Form

A travel authorization form must be completed by the employee or traveler. As stated above, all requests for business travel require advance approval by the General Manager and a fiscal review by the Chief Financial Officer. (See blank form attached as appendix A). The travel authorization form shall include:

- Date(s) of travel and location;
- Business purpose of travel (training/conference/meeting);
- Estimated expenses including registration fee, cost of airline ticket, other transportation costs (i.e. taxi, shuttle, or car rental), and lodging. Fully itemized detail in accordance with the guidelines in this document must be provided for estimated expenses.

### Travel Expenses

Travel expenses include lodging, transportation costs, registration or attendance fees, meals and other costs reasonably and necessarily incurred that are paid for by the BAUASI, or by the traveler or employee subject to reimbursement by the BAUASI, when a traveler or an employee is required to travel on official business. The Chief Financial Officer should only allow travel that is clearly anticipated in the BAUASI-approved budget. Employees and travelers are responsible for cancellation of lodging and transportation if travel is cancelled or postponed, to ensure that the BAUASI will not be liable for any costs.

### Issuing and Monitoring Travel Advances

When a Travel Advance (TA) is needed for authorized business travel, the TA requires approval by the Chief Financial Officer. The approved request, along with documentation for expenditure estimates supporting the advance amount, should be forwarded to the Grants Management Unit for processing. When Travel Advances are issued, the minimum advance amount is \$1,000. Cash Advance requests should be submitted in PeopleSoft within 30 calendar days from the scheduled travel/training date.



TAs can be issued for lodging, conference registration fees, and transportation expenses. TAs are not allowed for airfare as employees can purchase air tickets through an approved vendor of the fiscal agent. Checks are issued to employees through the bi-weekly payroll process. The Grants Management Unit should process the TA document in the fiscal agent's financial accounting system PeopleSoft allowing sufficient time for check issuance. TAs must be liquidated in PeopleSoft within ten (10) business days of return from travel. The Grants management Unit is responsible for monitoring advances and following up with employees to ensure advances are liquidated within this time frame.

If a TA is not liquidated within in ten (10) business days after the employee returns from travel, the funds will be recovered through a payroll offset of the employee's salary and the employee will not be eligible for TAs for a minimum of two years from the date of the offset. Additionally, an employee may only have one TA open at a time.

## **TRAVEL CLAIMS**

### General Guidelines

When filing a travel claim, the employee or traveler is required to submit all supporting documentation including, but not limited to, an approved Travel Expense Voucher, air or other itinerary, conference/meeting/workshop schedule and agenda, original itemized receipts, proof of payment, any necessary pre-approvals and/or justifications, etc.

### Submitting and Processing of Travel Expense Vouchers

Employees or travelers are responsible for forwarding complete and timely travel claims to the Grants Management Unit no more than 30 days from return of travel, or ten (10) days if a TA was issued. Complete expense reimbursement requests or travel liquidations must be fully supported by original receipts and forwarded to the Grants Management Unit. Reimbursement requests with incomplete documentation will be denied. Expense reimbursement must be completed and processed in PeopleSoft within 90 days.

Employees or travelers are required to specify the business purpose of the trip, destination, conference/workshop/meeting dates, travel dates, and times (departure and return). The business purpose should be descriptive enough to clearly answer any questions regarding the necessity of the travel.

### Reviewing Travel Claims

When reviewing travel claims, the Grants Management Unit is responsible for:

- Ensuring expenditures are reasonable, necessary, and for official business purposes and the duration does not exceed official business trip requirements;
- Reviewing and auditing for compliance with the BAUASI travel manual;
- Requesting additional documentation, information, justification from employee as needed;



- Deducting unallowable expenses;
- Reviewing to ensure the request is in compliance with project/grant requirements;
- Verifying authorized approver.
- Ensuring all appropriate/required and supporting documentation submitted and maintained in department files;
- Approving/denying travel claim in a timely manner; and
- Processing reimbursements in the PeopleSoft financial system within 90 days from return of business travel.

### Processing Travel Reimbursements

Travel and other employee reimbursements will be processed in the City's financial system (PeopleSoft Expenses Module). Employee reimbursements will be paid through PeopleSoft HCM payroll on a biweekly basis. Reimbursements will be processed and deposited on an alternate Tuesday separately from the regular payroll paydays.

## **TRANSPORTATION**

### General Guidelines

Travelers or employees will be expected to obtain the lowest published routine fare for travel by the most efficient, direct, and economical mode of transportation required by the occasion. Travelers or employees may book their air or rail travel with travel agencies approved by the fiscal agent or on-line directly with the airline. Travelers or employees will be charged in PeopleSoft for the airfare if booking is made with travel agencies of the fiscal agent. Alternatively, if employees make their own arrangements, they will have to pay first and request reimbursement.

If an alternative mode of transportation is selected, the allowable cost shall be the lower of the actual cost of alternative modes of transportation or the lowest economy/coach class airfare available for the date and time selected.

### Use of Vehicles

Vehicle use for travelers on official business is reimbursable. In all instances, the most direct and cost efficient route must be taken. When multiple employees are attending the same business activity (i.e. out-of-town meeting, conference, etc.), employees are strongly encouraged to carpool. Employees are personally responsible and will not be reimbursed for traffic violations or other penalties for infractions of any law.

The following information is required to be included on the employee Travel Expense Voucher:

- Business purpose for use of vehicle.
- Starting point (i.e. worksite or home, whichever is the closer of the two) and the destination.
- Vehicle make, model and license #. If using City issued vehicle, provide vehicle number.
- Odometer reading, beginning and ending.

## Personal Vehicle

In accordance with the fiscal agent's local ordinance (San Francisco Administrative Code Section 10.28-1), the mileage rate for payments to officers and employees for use of privately owned automobiles in connection with any official duty or service shall be at the rate established by the Controller.

Effective January 1, 2017, the IRS standard mileage rate for business use of an automobile is 53.50 cents per mile.

Mileage is reimbursed when using a personal vehicle; fuel is not reimbursed. Personal expenses such as private vehicle repair and maintenance are not reimbursable. When using a personal vehicle for official business, all passengers in the vehicle must be on official business for the BAUASI.

## Vehicle of the Fiscal Agent

When using a vehicle of the fiscal agent, fuel should be obtained from Central Shops. When impractical to do so, fuel purchased at a commercial location is reimbursed with written justification and original receipt(s). Mileage is not reimbursed. All passengers traveling in a vehicle of the fiscal agent must be on official business of the BAUASI.

## Rental Car

The cost of a rental car is reimbursable if it was pre-approved in writing, by the General Manager, on the Travel Authorization form. The pre-approval request must include:

- (a) The car rental amount and estimate of other related expenses such as parking and fuel; and
- (b) Justification why other forms of transportation are not appropriate, why a rental car is necessary, and how a rental car is the most economical and efficient/practical.

All passengers traveling in a rental vehicle must be on official business of the BAUASI. Car rental is limited to a standard compact size vehicle. A midsize vehicle is reimbursable if use is for three people or more, justification provided, and pre-approved in writing by the Chief Financial Officer. Pre-paid fuel for re-filling the gas tank on the rental car is not reimbursable. Employees must submit fuel receipts for actual mileage. Original receipts and car rental pre-approval are required to be submitted with reimbursement requests. As the City is self-insured, auto insurance is not reimbursable.

## **MODE OF TRAVEL**

### Air Travel

Airfare should be booked for economy/coach class only. Business or First class is not

reimbursable. Upgrades are not reimbursable. Air ticket must be purchased in advance to take advantage of the most economical fares available. Same day or near travel day ticket purchases are not reimbursable unless approved by the General Manager and properly justified. Air travel itinerary is required to be submitted with travel claim documentation. If the airline charges for checked luggage, only the cost of the first checked bag will be reimbursed. Additional baggage check-in costs will be reimbursed with justification explaining the business need for extra luggage.

Mileage for long distances, employee drives instead of flying

In situations where travelers or employees would normally travel by air, but an employee or traveler chooses to drive instead, reimbursement will be the lower of the two options, driving or flying. At the time of the travel authorization, employee must obtain a quote from an approved vendor of the fiscal agent documenting the cost of air ticket for the travel dates. Maximum reimbursement will be up to the quoted cost of the air ticket.

Example: Training in Los Angeles, CA, employee drives instead of flying. In all cases, reimbursement will be the lower of the two options.

<b>Mode of Transportation</b>	<b>Expenses Reimbursed</b>
(a) Employee drives personal car	(a) Mileage, up to the cost of air ticket quote.
(b) Employee drives fiscal agent’s vehicle	(b) Fuel expenses, up to cost of air ticket quote, when impractical to obtain fuel from Central Shops.
(c) Employee drives rental car	(c) Cost of car rental and gas expenses, up to the cost of air ticket quote.

Transportation between worksite/home and airport within SF Bay Area

- Recommended options are public transportation, taxi or shuttle.
- If using personal car:
  - (a) Mileage is reimbursed up to \$15 each way, maximum \$30 total for the related travel.
  - (b) Parking is limited to long-term parking only, maximum of \$18 per day, up to \$120 total for the travel.
  - (c) When using personal vehicle, employee will not be reimbursed for any damages that may occur.

Transportation during the travel between airport and hotel / conference site

The travel reimbursement policy with regards to transportation between and airport and hotel/conference site is as follows:

- Recommended options are public transportation, shuttle, or taxi.
- Car rental is reimbursable if the requirements stated in the Use of Vehicles section are met.
- For overnight travel in which employee or traveler uses personal, City, or rental vehicle, the maximum reimbursement for overnight hotel parking is limited to the lowest available rate.

## LODGING AND MEALS

### Lodging

The most economical and practical accommodations available considering the purpose of the meeting, and other relevant factors will be reimbursed. For travel within the United States, the maximum reimbursement is the lesser of either the federal GSA (General Services Administration) *per diem* rate for lodging or the rate used by the home jurisdiction of the traveler or employee. To stay within the maximum rates, conference discount rates and “government rates” should be used whenever possible.

If the home jurisdiction rate exceeds the federal GSA *per-diem* rate, the employee or traveler will be reimbursed only up to the GSA rate. Any amount exceeding the GSA rate will be the responsibility of the home jurisdiction of the employee or traveler. Similarly, if the GSA rate exceeds the rate of the home jurisdiction, the employee or traveler will be reimbursed only up to the rate of the home jurisdiction.

Federal domestic and foreign lodging, maximum travel *per diem* allowances, meals and incidental expense breakdown are available from the U.S. General Services Administration website: [www.gsa.gov](http://www.gsa.gov).

In rare circumstances, with appropriate pre-approval and justification of business need, employees may be reimbursed beyond the federal *per diem* rate. An itemized hotel bill is always required for reimbursement to be made. Reimbursement should be for the single room rate.

### Conference Hotel

- If conference hotel lodging rates exceed the federal rate, actual expenses will be reimbursed when documentation of the conference lodging rate and a receipt are provided.
- Hotels recommended by the conference or overflow hotels with a conference rate will be reimbursed when documentation of the conference lodging rate and a receipt are provided.
- If a hotel is listed as recommended/overflow hotel but does not have a documented conference rate, reimbursement will be for actual expenses, with maximum reimbursement up to the conference hotel rate only. If there are multiple conference hotels with a range of rates, the maximum reimbursement for the overflow hotel is up to the highest rate among the published conference hotels.
- For hotels not listed in the conference material, reimbursement will be for actual expenses, with the maximum up to the conference hotel rate or the GSA rate, whichever is lower.
- Required documentation of the conference lodging rate includes a copy of conference registration information showing location, dates of conference, conference hotel(s), and single room rate. Documentation of the conference hotel rate must be provided.

### Lodging in Excess of Federal *per diem* Rate

In situations where an employee is unable to find lodging at the GSA rate, or business circumstances require employee to stay in a hotel that exceeds the federal *per diem* rate (e.g.

lodging during a special event), reimbursement will be allowed if all of the following requirements are met:

- (a) Written pre-approval by the General Manager.
- (b) Justification of business need and demonstration of most economical and practical, (i.e. the only lodging within federal *per diem* rate is located a long distance from the meeting site and would require a car rental or costly taxi ride, which in total exceeds the cost of the higher lodging rate).
- (c) Itemized hotel bill must show the employee obtained the “Government Rate” and the rate is reasonable, not to exceed one and a half times the federal *per diem* rate.
- 

If these requirements are not met, the reimbursement will be reduced to 1.5 times the federal *per diem* rate.

#### City Not on the Continental U.S. (CONUS) *per diem* Listing

If a city is not listed, check to ensure that the county within which it is located is also not listed. On the GSA website is a link to the National Association of Counties-County Search (<http://www.naco.org/counties/pages/citysearch.aspx>) which can help determine the county in which a destination is located.

- If the city is not listed, but the county is, then the *per diem* rate is the rate for that entire county.
- If the city and the county are not listed, then that area is considered to be a Standard CONUS; refer to <https://www.gsa.gov/portal/content/104877> for the current CONUS rates for lodging, meals, and incidentals.

#### Lodging for Travel within Local Commuting Area

- Lodging for travel within the local commuting area requires written pre-approval by the Chief Financial Officer. The Grant Management Unit is required to maintain documentation of the pre-approval and the justification of business need with the employee travel claim document.
- For the fiscal agent, local commuting area is defined as within the nine Bay Area counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma.

#### Meals and Adoption of the Federal Meal and Incidental Expenses (M&IE) Rate

Meals and Incidentals are reimbursed according to the guidelines below if the travel is overnight and is pre-approved as an exception by the Chief Financial Officer. The federal rate for meal and incidental expenses (M&IE) will be paid without itemization of expenses or receipts. If an officer or employee chooses to request specific reimbursement for meals, original itemized receipts are required. For employee travel, the maximum meal reimbursement is up to the federal *per diem* rate.

Each city in the federal rate guide has a dollar value for the full day depending on the relative cost of meals in that jurisdiction. Once you obtain the total dollar value, you can refer to this table to determine the rates for each meal:

Federal Domestic Meal & Incidental Expense (M&IE) Rates

<b>M&amp;IE RATE (FULL DAY)</b>	<b>\$ 51</b>	<b>\$ 54</b>	<b>\$ 59</b>	<b>\$ 64</b>	<b>\$ 69</b>	<b>\$ 74</b>
Continental Breakfast/Breakfast	\$ 11	\$ 12	\$ 13	\$ 15	\$ 16	\$ 17
Lunch	\$ 12	\$ 13	\$ 15	\$ 16	\$ 17	\$ 18
Dinner	\$ 23	\$ 24	\$ 26	\$ 28	\$ 31	\$ 34
Incidentals	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5

The first and last day of travel *per diem* is reimbursed at 75% of the regular GSA rate. The Table below lists the GSA’s *per diem* amount employees receive on the dates of the departure (first travel day) and their return (last travel day).

Federal Departure and Return Day M&IE Rates

<b>M&amp;IE RATE (FULL DAY) <i>per diem</i></b>	<b>FIRST &amp; LAST DAY OF TRAVEL <i>per diem</i></b>
\$51	\$38.25
\$54	\$40.50
\$59	\$44.25
\$64	\$48.00
\$69	\$51.75
\$74	\$55.50

Conference Provided Meals

- If one or more meals are included as part of a conference registration fee, only the remaining meals and incidental expense rate from the above chart may be charged. A copy of the conference schedule and any other conference information must be attached to the travel claim documentation.
- You cannot claim *per diem* in lieu of conference provided meals. There are no exceptions allowed.

Incidental Expenses

The \$5 Incidental *per diem* is paid for every day of the trip, including travel days. This amount includes expenses for:

- Transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained within walking distance of the conference/training site or hotel.
- Fees and tips given to porters, baggage carriers, bellhops, hotel maids and stewards.
- Mailing costs associated with filing travel vouchers.

#### Travel In the Local Commuting Area

- Does not qualify for the *per diem* reimbursement (e.g. attending conferences, meetings, trainings, etc.) The only exception for allowing meal *per diem* is when employee was pre-approved by the Chief Financial Officer for overnight travel/lodging within the nine Bay Area counties.

#### Day Trips/Same Day Travel (e.g. for Conference, Training, Meeting, etc.)

- There is no meal *per diem* for day trips or same day travel.

#### Other Expenses

Other expenses associated with and incurred in the performance of BAUASI business while in travel status, deemed necessary and reasonable by the Chief Financial Officer, are reimbursable. These include:

- Ground transportation (to or between the officer or employee's work site and airport, bus station, train depot and the meeting or lodging site and return);
- Parking fees, bridge tolls; and/or
- Necessary business telephone charges, copying charges, and business-related internet access.

These expenses are to be reviewed by the Chief Financial Officer and only approved if deemed reasonable and proper.

#### Travel Change or Cancellation Fee

- Travel agencies or airlines charge up to \$150 for itinerary changes and cancellation fees when an employee changes or cancels a flight reservation. If this situation arises, the employee must submit written justification explaining the reason/business need for the itinerary change or cancellation, including approval from the General Manager in order for a change/cancellation fee to be reimbursed.
- For a cancelled air ticket, the amount paid is credited to the employee's name.
  - (a) If air ticket was booked through a City travel agency, the Grant Management Unit is responsible for monitoring the use of the credit and ensuring the use is for authorized official business travel only.
  - (b) If booked on-line directly by the employee, the City will reimburse for the cancellation fee if a justifiable business reason for cancellation is provided and approved by the Chief Financial Officer. The City will not reimburse the employee for the cancelled air ticket.

### Business Calls, Fax and Internet Usage

- Employees or travelers will be reimbursed for reasonable usage with original receipt.
- Business purpose and justification of need required must be documented.
- Identify all business internet charges, business calls, faxes, etc. on the hotel bill.

### Other Reimbursable Expenses

Other expenses associated with and incurred in the performance of BAUASI business while on travel, deemed necessary by the Chief Financial Officer, are reimbursable. These include:

- Ground Transportation (to or between the employee's work site and airport, bus station, train depot and the meeting or lodging site and return);
- Parking fees, MUNI, BART, and Bridge tolls; and
- Necessary business charges like: telephone charges, copying charges, and business-related internet access charges.

Original receipts are required for all other travel and official expenses related to official BAUASI business. The only exceptions are Toll/Bart/Muni/parking meter/public telephone costs which are reimbursable without receipts.

Reimbursements will not exceed the necessary and reasonable amount as determined by the Chief Financial Officer. If there is any question about these provisions, please obtain authorization from the Chief Financial Officer in advance of the travel to ensure that reimbursement above these rates will be allowed.

### Non-Allowable and Non-Reimbursable Costs:

The following items will not be reimbursed unless highly unusual circumstances have occurred and written pre-approval was obtained from the Chief Financial Officer.

<b>Type</b>	<b>Examples</b>
Travel/Transportation	<ul style="list-style-type: none"><li>• Unjustified car rental and/or upgrade from standard compact size vehicle.</li><li>• Auto/flight/travel insurance.</li><li>• Air travel ticket higher than coach/economy class.</li><li>• Parking/moving violation tickets or other penalties for infractions of any law; repair of automobiles and towing charges.</li><li>• Passport application fees.</li><li>• Unjustified cancelled travel tickets and change/cancellation costs.</li></ul>
Lodging	<ul style="list-style-type: none"><li>• Unjustified lodging in excess of federal <i>per diem</i> rate.</li><li>• Lodging other than "standard" room rate. Upgrades are not reimbursable.</li></ul>



	<ul style="list-style-type: none"> <li>• Payment for accommodation with friends/relatives.</li> <li>• Unjustified lodging during training/meetings within the nine Bay Area counties.</li> <li>• Hotel movies.</li> <li>• Unjustified internet access.</li> </ul>
Meals	<ul style="list-style-type: none"> <li>• Reimbursement for meals unless travel is overnight and pre-approved as an exception by the General Manager or provided for in employee MOU.</li> <li>• Unjustified meal expenses in lieu of conference provided meals.</li> <li>• Alcoholic beverages.</li> </ul>
Other Expenses	<ul style="list-style-type: none"> <li>• Boarding cost of pets; additional daycare costs for children during business travel.</li> <li>• Excessive phone calls from hotels when traveling.</li> <li>• Personal laundry/dry cleaning for trips less than 7 days.</li> <li>• Upgrades</li> </ul>

## QUESTIONS AND ANSWERS

**Q:** *What is the policy regarding using the Fiscal Agent's approved vendors vs. employee booking air travel directly?*

**A:** Employees have the option of purchasing air tickets from the fiscal agent's approved vendor or on-line directly. If employees choose to purchase air travel on-line directly, they must document and demonstrate this option is the most economical by obtaining a comparative quote from a City vendor for the travel dates.

**Q:** *Can I book air travel for other than coach/economy class?*

**A:** No. Airfare should be coach/economy class only. Business class is not reimbursable. Upgrades are not reimbursable.

**Q:** *If an airline charges for checked luggage, what is the policy for reimbursing baggage check-in expenses? What documentation is required?*

**A:** The BAUASI will reimburse the cost of the first checked bag only. Additional baggage check-in costs will be reimbursed with justification explaining the business need for extra luggage. Original receipt required for reimbursement.

**Q:** *What expenditures are reimbursed when I drive my personal vehicle, a city vehicle, or a rental car?*

**A:**

Mode of Transportation	Expenses Reimbursed
(a) Employee drives personal car	(a) Mileage
(b) Employee drives city vehicle	(b) Fuel expenses (with justification why employee was unable to obtain fuel from Central Shops)

(c) Employee drives rental car
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(c) Cost of car rental and gas expenses
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See “Transportation” section for additional information and requirements.

*Q: Does my lodging receipt need to be itemized?*

**A:** Yes, hotel lodging receipt must be itemized listing all expenses (room, tax, phone calls, etc.) separately. The receipt must also have a zero balance showing the payment was made. If a hotel bill with zero balance is not available, submit the itemized hotel bill along with a copy of the credit card statement showing payment was made.

*Q: If the conference hotel is not available (i.e. fully booked), can I stay at one of the conference provided list of recommended hotels or overflow hotels?*

**A:** Yes, conference recommended hotels or overflow hotels with a conference rate will be reimbursed when documentation of the conference lodging rate and a receipt are provided. Reimbursement should be for the single room rate.

*Q: For domestic travel, what if a city is not listed on the CONUS per diem website?*

**A:** If a city is not listed, check to ensure that the county within which it is located is also not listed. The GSA website has a link to the National Association of Counties which can help determine the county in which a destination is located. If the city is not listed, but the county is, then the *per diem* rate is the rate for that entire county. If the city and the county are not listed, then that area is considered to be a Standard CONUS location; refer to <https://www.gsa.gov/portal/content/104877> for the current CONUS rate for lodging, meals, and incidental expenses.

*Q: Can the BAUASI pay an employee’s family/friends for lodging or other expenses when employee stays with family/friends during business travel?*

**A:** No.

*Q: When employees or travelers stay with family/friends during business travel and therefore do not incur lodging expense to the BAUASI, can employees or travelers be reimbursed for buying family/friends thank you flowers, or meals, etc.*

**A:** No.

*Q: Can I claim meal per diem if I find the conference meals unhealthy or insufficient?*

**A:** Generally no; an exception can be given if written justification is provided and approved by the General Manager and the Chief Financial Officer.

*Q: Can I claim meal per diem if the event only provides hors d’oeuvres/appetizers during a reception and not a complete meal?*

**A:** The *per diem* can be requested only if the employee certifies in writing that only drinks and hors d’oeuvres/appetizers were provided.

*Q: When traveling between cities, and the employee has a meal during transit through an airport, what per diem rate should be used?*

**A:** The employee should use the destination city’s *per diem* rate.

**Q:** *Is alcohol and/or corkage expense reimbursable?*

**A:** No, alcohol/corkage reimbursement is not allowed.

**Q:** *Can the employee or traveler be reimbursed for meals if travel is for required training?*

**A:** Yes, as long as the travel is overnight and the Chief Financial Officer has pre-approved the exception.

**Q:** *For foreign travel, what if a location is not listed for per diem under the country to which the employee is traveling?*

**A:** Any location not listed for *per diem* under a country takes the "Other" rate GSA administers and publishes for that country. An unlisted suburb of a listed location takes the "Other" rate, not that of the location of which it is a suburb.

**Q:** *What is the BAUASI's policy for reimbursing internet, fax and phone calls for business?*

**A:** Employees or travelers will be reimbursed for reasonable usage. Business purpose and justification of need must be documented and original receipts provided. Identify all business calls, faxes, etc. on the hotel bill.

**Q:** *Can I combine personal travel with official business (i.e. personal travel before/after/or in between business trips)?*

**A:** An employee or traveler may combine personal travel with business travel when pre-approved in writing by the Chief Financial Officer. The BAUASI is responsible only for the official business portion of the trip. When travel on business is extended for personal reasons, before, in between, and/or after official business travel, no personal expenses can be included on the travel expense voucher claim form. The employee or traveler must obtain a quote from an approved vendor of the fiscal agent showing the cost of roundtrip ticket for most economical and direct travel to/from the business destination for the dates of official business. This quote will be used for comparison and reimbursement purposes. Employee or traveler must pay for the personal portion of the airfare expense. When combining personal travel with official business travel, there is no reimbursement for lodging, meal *per diem*, or any other expense incurred before/in between/after the conference/official business starts /concludes.

**Q:** *Is the \$5 incidental per diem given on travel days?*

**A:** Yes, incidental *per diem* is allowed for travel as long as the trip is overnight and pre-approved as an exception by the Chief Financial Officer.

**Q:** *What is the guideline for giving tips?*

**A:** For tips not covered by the GSA incidentals *per diem*, the amount should generally be 15%.

**Q:** *What does incidental expense per diem include?*

**A:** It includes: transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained within walking distance of the conference/training site or hotel; fees and tips given to porters, baggage carriers, bellhops, hotel maids and stewards; mailing costs associated with filing travel vouchers.

*Q: When on foreign travel for official business, what does the M&IE incidental cover?*

**A:** Separate amounts are established for lodging and meals plus incidental travel expenses (M&IE). The maximum lodging amount is intended to substantially cover the cost of lodging at adequate, suitable and moderately-priced facilities. The M&IE portion is intended to substantially cover the cost of meals and incidental travel expenses such as laundry and dry cleaning.

*Q: For international business travel, are passports and visas reimbursable expenses?*

**A:** Visas are reimbursed with original receipt. Passport expenses are not reimbursable.

*Q: What documentation do I need to provide for currency conversion when foreign/ international travel for official business?*

**A:** International travel expenses must be converted to U.S. dollars. Conversion rate should be calculated for the date the expense was incurred. Include proof of the currency exchange rate. Proof can be in the form of (1) receipts obtained by the employee during travel or (2) a copy of the employee's credit card statement showing the travel expense or (3) a print out from the OANDA.com website or other conversion website using the date shown on the receipt(s).

*Q: If an employee or traveler pays for conference registration in advance can they be reimbursed before the conference date?*

**A:** No, all employee reimbursements should be approved after the conference has completed.

*Q: Am I required to provide printouts from an online map service such as Google Maps or MapQuest to be reimbursed for mileage?*

**A:** No, either an odometer reading, or a printout from an automated mapping program are acceptable by the Grant Management Unit, as long as the mileage is reasonable.

## C-1. Statement of Incompatible Activities



Edwin M. Lee  
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## DEPARTMENT OF EMERGENCY MANAGEMENT STATEMENT OF INCOMPATIBLE ACTIVITIES

### I. INTRODUCTION

This Statement of Incompatible Activities is intended to guide officers and employees of the San Francisco Department of Emergency Management (“Department”) about the kinds of activities that are incompatible with their public duties and therefore prohibited. For the purposes of this Statement, and except where otherwise provided, “officer” shall mean the executive director (“director”); and “employee” shall mean all employees of the Department.

This Statement is adopted under the provisions of San Francisco Campaign & Governmental Conduct Code (“C&GC Code”) section 3.218. Engaging in the activities that are prohibited by this Statement may subject an officer or employee to discipline, up to and including possible termination of employment or removal from office, as well as to monetary fines and penalties. (C&GC Code § 3.242; Charter § 15.105.) Before an officer or employee is subjected to discipline or penalties for violation of this Statement, the officer or employee will have an opportunity to explain why the activity should not be deemed to be incompatible with his or her City duties. (C&GC Code § 3.218.) Nothing in this document shall modify or reduce any due process rights provided pursuant to the officer’s or employee’s collective bargaining agreement.

In addition to this Statement, officers and employees are subject to Department policies and State and local laws and rules governing the conduct of public officers and employees, including but not limited to:

- Political Reform Act, Cal. Gov’t Code § 87100 *et seq.*;
- California Government Code § 1090;
- San Francisco Charter;
- San Francisco Campaign and Governmental Conduct Code (“C&GC Code”);
- San Francisco Sunshine Ordinance;
- Applicable Civil Service Rules;
- *California Penal Code § 502*; and
- *California Commission on Peace Officer Standards and Training (“POST”).*

Nothing in this Statement shall exempt any officer or employee from applicable provisions of law, or limit his or her liability for violations of law. Examples provided in this

Statement are for illustration purposes only, and are not intended to limit application of this Statement. Nothing in this Statement shall interfere with the rights of employees under a collective bargaining agreement or Memorandum of Understanding applicable to that employee.

Nothing in this Statement shall be construed to prohibit or discourage any City officer or employee from bringing to the City's and/or public's attention matters of actual or perceived malfeasance or misappropriation in the conduct of City business, or from filing a complaint alleging that a City officer or employee has engaged in improper governmental activity by violating local campaign finance, lobbying, conflicts of interest or governmental ethics laws, regulations or rules; violating the California Penal Code by misusing City resources; creating a specified and substantial danger to public health or safety by failing to perform duties required by the officer's or employee's City position; or abusing his or her City position to advance a private interest.

No amendment to any Statement of Incompatible Activities shall become operative until the City and County has satisfied the meet and confer requirements of State law and the collective bargaining agreement.

If an employee has questions about this Statement, the questions should be directed to the employee's supervisor or to the director. Similarly, questions about other applicable laws governing the conduct of public employees should be directed to the employee's supervisor or the director, although the supervisor or director may determine that the question must be addressed to the Ethics Commission or City Attorney. Employees may also contact their unions for advice or information about their rights and responsibilities under these and other laws.

If a City officer has questions about this Statement, the questions should be directed to the officer's appointing authority, the Ethics Commission or the City Attorney.

## **II. MISSION OF THE DEPARTMENT OF EMERGENCY MANAGEMENT**

*The mission of the Department of Emergency Management is to provide coordination of public safety response systems and to provide emergency fire, police, and medical dispatch services as well as emergency disaster preparedness services that benefit all of San Francisco. (S.F. Administrative Code, Chapter 7.)*

## **III. RESTRICTIONS ON INCOMPATIBLE ACTIVITIES**

This section prohibits outside activities, including self-employment, that are incompatible with the mission of the Department. Under subsection C, an officer or employee may seek an advance written determination whether a proposed outside activity is incompatible and therefore prohibited by this Statement. Outside activities other than those expressly identified here may be determined to be incompatible and therefore prohibited. For an advance written determination request from an employee, if the director delegates the decision-making to a designee and if the designee determines that the proposed activity is incompatible under this Statement, the employee may appeal that determination to the director.

### **A. RESTRICTIONS THAT APPLY TO ALL OFFICERS AND EMPLOYEES**



## 1. ACTIVITIES THAT CONFLICT WITH OFFICIAL DUTIES

No officer or employee may engage in an outside activity (regardless of whether the activity is compensated) that conflicts with his or her City duties. An outside activity conflicts with City duties when the ability of the officer or employee to perform the duties of his or her City position is materially impaired. Outside activities that materially impair the ability of an officer or employee to perform his or her City duties include, but are not limited to, activities that disqualify the officer or employee from City assignments or responsibilities on a regular basis. Unless (a) otherwise noted in this section or (b) an advance written determination under subsection C concludes that such activities are not incompatible, the following activities are expressly prohibited by this section.

*a. No officer or employee may assist or perform the duties of a private investigator, whether or not compensated, other than in the officer's or employee's official capacity.*

*b. No officer or employee may be employed by or provide services in exchange for compensation or anything of value from any entity that provides goods or services to the Department or that has done so in the previous 12 months. This prohibition does not apply to employment of or compensation received by an officer's or employee's spouse or registered domestic partner.*

## 2. ACTIVITIES WITH EXCESSIVE TIME DEMANDS

Neither the director nor any employee may engage in outside activity (regardless of whether the activity is compensated) that would cause the director or employee to be absent from his or her assignments on a regular basis, or otherwise require a time commitment that is demonstrated to interfere with the director's or employee's performance of his or her City duties.

*Example.* An employee who works at the Department's front desk answering questions from the public wants to take time off every Tuesday and Thursday from 2:00 to 5:00 to coach soccer. Because the employee's duties require the employee to be at the Department's front desk during regular business hours, and because this outside activity would require the employee to be absent from the office during regular business hours on a regular basis, the director or his/her designee may, pursuant to subsection C, determine that the employee may not engage in this activity.

## 3. ACTIVITIES THAT ARE SUBJECT TO REVIEW BY THE DEPARTMENT

Unless (a) otherwise noted in this section or (b) an advance written determination under subsection C concludes that such activities are not incompatible, no officer or employee may engage in an outside activity (regardless of whether the activity is compensated) that is subject to the control, inspection, review, audit or enforcement of the Department. In addition to any activity permitted pursuant to subsection C, nothing in this subsection prohibits the following activities: appearing before one's own department on behalf of oneself; filing or otherwise pursuing claims against the City on one's own behalf; running

for City elective office; or making a public records disclosure request pursuant to the Sunshine Ordinance or Public Records Act. Unless (a) otherwise noted in this section or (b) an advance written determination under subsection C concludes that such activities are not incompatible, the following activities are expressly prohibited by this section.

Assistance in Responding to City Bids, RFQs and RFPs. No officer or employee may knowingly provide selective assistance (i.e., assistance that is not generally available to all competitors) to individuals or entities in a manner that confers a competitive advantage on a bidder or proposer who is competing for a City contract. Nothing in this Statement prohibits an officer or employee from providing general information about a bid for a City contract, a Department Request for Qualifications or Request for Proposals or corresponding application process that is available to any member of the public. Nothing in this Statement prohibits an officer or employee from speaking to or meeting with individual applicants regarding the individual's application, provided that such assistance is provided on an impartial basis to all applicants who request it.

**B. RESTRICTIONS THAT APPLY TO EMPLOYEES IN SPECIFIED POSITIONS**

In addition to the restrictions that apply to all officers and employees of the Department, unless (a) otherwise noted in this section or (b) an advance written determination under subsection C concludes that such activities are not incompatible, the following activities are expressly prohibited by this section for individual employees holding specific positions.

[RESERVED.]

**C. ADVANCE WRITTEN DETERMINATION**

As set forth below, an employee of the Department or the director may seek an advance written determination whether a proposed outside activity conflicts with the mission of the Department, imposes excessive time demands, is subject to review by the Department, or is otherwise incompatible and therefore prohibited by section III of this Statement. For the purposes of this section, an employee or other person seeking an advance written determination shall be called "the requestor"; the individual or entity that provides an advance written determination shall be called "the decision-maker."

**1. PURPOSE**

This subsection permits an officer or employee to seek an advance written determination regarding his or her obligations under subsections A or B of this section. A written determination by the decision-maker that an activity is not incompatible under subsection A or B provides the requestor immunity from any subsequent enforcement action for a violation of this Statement if the material facts are as presented in the requestor's written submission. A written determination cannot exempt the requestor from any applicable law.

If an individual has not requested an advance written determination under subsection C as to whether an activity is incompatible with this Statement, and the individual engages in that activity, the individual will not be immune from any subsequent enforcement action



brought pursuant to this Statement.

Similarly, if an individual has requested an advance written determination under subsection C as to whether an activity is incompatible with this Statement, and the individual engages in that activity, the individual will not be immune from any subsequent enforcement action brought pursuant to this Statement if:

- (a) the requestor is an *employee* who has not received a determination under subsection C from the decision-maker, and 20 working days have not yet elapsed since the request was made; or
- (b) the requestor is an *officer* who has not received a determination under subsection C from the decision-maker; or
- (c) the requestor has received a determination under subsection C that an activity is incompatible.

In addition to the advance written determination process set forth below, the San Francisco Charter also permits any person to seek a written opinion from the Ethics Commission with respect to that person's duties under provisions of the Charter or any City ordinance relating to conflicts of interest and governmental ethics. Any person who acts in good faith on an opinion issued by the Commission and concurred in by the City Attorney and District Attorney is immune from criminal or civil penalties for so acting, provided that the material facts are as stated in the opinion request. Nothing in this subsection precludes a person from requesting a written opinion from the Ethics Commission regarding that person's duties under this Statement.

## **2. THE DECISION-MAKER**

Decision-maker for request by an employee: An employee of the Department may seek an advance written determination from the director or his or her designee. The director or his or her designee will be deemed the decision-maker for the employee's request.

Decision-maker for request by the director: The director may seek an advance written determination from his or her appointing authority. The appointing authority will be deemed the decision-maker for the director's request.

## **3. THE PROCESS**

The requestor must provide, in writing, a description of the proposed activity and an explanation of why the activity is not incompatible under this Statement. The written material must describe the proposed activity in sufficient detail for the decision-maker to make a fully informed determination whether it is incompatible under this Statement.

When making a determination under this subsection, the decision-maker may consider any relevant factors including, but not limited to, the impact on the requestor's ability to perform his or her job, the impact upon the Department as a whole, compliance with applicable laws and rules and the spirit and intent of this Statement. The decision-maker shall consider all relevant written materials submitted by the requestor. The decision-maker shall also consider whether the written material provided by the requestor is sufficiently

specific and detailed to enable the decision-maker to make a fully informed determination. The decision-maker may request additional information from the requestor if the decision-maker deems such information necessary. For an advance written determination request from an employee, if the director delegates the decision-making to a designee and if the designee determines that the proposed activity is incompatible under this Statement, the employee may appeal that determination to the director.

The decision-maker shall respond to the request by providing a written determination to the requestor by mail, email, personal delivery, or other reliable means. For a request by an employee, the decision-maker shall provide the determination within a reasonable period of time depending on the circumstances and the complexity of the request, but not later than 20 working days from the date of the request. If the decision-maker does not provide a written determination to the employee within 20 working days from the date of the employee's request, the proposed activity will be determined not to violate this Statement.

The decision-maker may revoke the determination at any time based on changed facts or circumstances or other good cause, by providing advance written notice to the requestor. The written notice shall specify the changed facts or circumstances or other good cause that warrants revocation of the advance written determination.

#### **4. DETERMINATIONS ARE PUBLIC RECORDS**

To assure that these rules are enforced equally, requests for advance written determinations and written determinations, including approvals and denials, are public records to the extent permitted by law.

### **IV. RESTRICTIONS ON USE OF CITY RESOURCES, CITY WORK-PRODUCT AND PRESTIGE**

#### **A. USE OF CITY RESOURCES**

No officer or employee may use City resources, including, without limitation, facilities, telephone, computer, copier, fax machine, e-mail, internet access, stationery and supplies, for any non-City purpose, including any political activity or personal purpose. No officer or employee may allow any other person to use City resources, including, without limitation, facilities, telephone, computer, copier, fax machine, e-mail, internet access, stationery and supplies, for any non-City purpose, including any political activity or personal purpose. Notwithstanding these general prohibitions, any incidental and minimal use of City resources does not constitute a violation of this section. Nothing in this subsection shall be interpreted or applied to interfere with, restrict or supersede any rights or entitlements of employees, recognized employee organizations, or their members under state law or regulation or pursuant to provisions of a collective bargaining agreement to use City facilities, equipment or resources, as defined herein.

*Example.* An officer or employee may use the telephone to make occasional calls to arrange medical appointments or speak with a child care provider, because this is an incidental and minimal use of City resources for a personal purpose.

Nothing in this Statement shall exempt any officer or employee from complying with more restrictive policies of the Department regarding use of City resources, including, without

limitation, the Department's e-mail policy.

**B. USE OF CITY WORK-PRODUCT**

No officer or employee may, in exchange for anything of value and without appropriate authorization, sell, publish or otherwise use any non-public materials that were prepared on City time or while using City facilities, property (including without limitation, intellectual property), equipment and/or materials. For the purpose of this prohibition, appropriate authorization includes authorization granted by law, including the Sunshine Ordinance, California Public Records Act, the Ralph M. Brown Act as well as whistleblower and improper government activities provisions, or by a supervisor of the officer or employee, including but not limited to the officer's or employee's appointing authority. Nothing in this subsection shall be interpreted or applied to interfere with, restrict or supersede any rights or entitlements of employees, recognized employee organizations, or their members under state law or regulation or pursuant to provisions of a collective bargaining agreement to use public materials for collective bargaining agreement negotiations.

**C. USE OF PRESTIGE OF THE OFFICE**

No officer or employee may use his or her City title or designation in any communication for any private gain or advantage. The following activities are expressly prohibited by this section.

**1. USING CITY BUSINESS CARDS**

No officer or employee may use his or her City business cards for any purpose that may lead the recipient of the card to think that the officer or employee is acting in an official capacity when the officer or employee is not.

*Example of inappropriate use.* An employee's friend is having a dispute with his new neighbor who is constructing a fence that the friend believes encroaches on his property. The friend invites the employee over to view the disputed fence. When the neighbor introduces herself, the employee should not hand the neighbor her business card while suggesting that she could help resolve the dispute. Use of a City business card under these circumstances might lead a member of the public to believe that the employee was acting in an official capacity.

*Example of acceptable use.* An employee is at a party and runs into an old friend who has just moved to town. The friend suggests meeting for dinner and asks how to get in touch with the employee to set up a meeting time. The employee hands the friend the employee's business card and says that he can be reached at the number on the card. Use of a City business card under these circumstances would not lead a member of the public to believe that the employee was acting in an official capacity. Nor would use of the telephone to set up a meeting time constitute a misuse of resources under subsection A, above.

**2. USING CITY LETTERHEAD, CITY TITLE, OR E-MAIL**



No officer or employee may use City letterhead, City title, City e-mail, or any other City resource, for any communication that may lead the recipient of the communication to think that the officer or employee is acting in an official capacity when the officer or employee is not. (Use of e-mail or letterhead in violation of this section could also violate subsection A of this section, which prohibits use of these resources for any non-City purpose.)

*Example.* An officer or employee is contesting a parking ticket. The officer or employee should not send a letter on City letterhead to the office that issued the ticket contesting the legal basis for the ticket.

### **3. HOLDING ONESELF OUT, WITHOUT AUTHORIZATION, AS A REPRESENTATIVE OF THE DEPARTMENT**

No officer or employee may hold himself or herself out as a representative of the Department, or as an agent acting on behalf of the Department, unless authorized to do so.

*Example.* An employee who lives in San Francisco wants to attend a public meeting of a Commission that is considering a land use matter that will affect the employee's neighborhood. The employee may attend the meeting and speak during public comment, but should make clear that he is speaking in his private capacity and not as a representative of the Department.

## **V. PROHIBITION ON GIFTS FOR ASSISTANCE WITH CITY SERVICES**

State and local law place monetary limits on the value of gifts an officer or employee may accept in a calendar year. (Political Reform Act, Gov't Code § 89503, C&GC Code §§ 3.1-101 and 3.216.) This section imposes additional limits by prohibiting an officer or employee from accepting any gift that is given in exchange for doing the officer's or employee's City job.

No officer or employee may receive or accept gifts from anyone other than the City for the performance of a specific service or act the officer or employee would be expected to render or perform in the regular course of his or her City duties; or for advice about the processes of the City directly related to the officer's or employee's duties and responsibilities, or the processes of the entity they serve.

*Example.* A member of the public who regularly works with and receives assistance from the Department owns season tickets to the Giants and sends a pair of tickets to an employee of the Department in appreciation for the employee's work. Because the gift is given for the performance of a service the employee is expected to perform in the regular course of City duties, the employee is not permitted to accept the tickets.

*Example.* A member of the public requests assistance in resolving an issue or complaint that is related to the City and County of San Francisco, but that does not directly involve the Department. The employee directs the member of the public to the appropriate department and officer to resolve the matter. The member of the public offers the employee a gift in appreciation for this assistance. The employee may not accept the gift, or

anything of value from anyone other than the City, for providing this kind of assistance with City services.

As used in this Statement, the term gift has the same meaning as under the Political Reform Act, including the Act's exceptions to the gift limit. (See Gov't Code §§ 82028, 89503; 2 Cal. Code Regs. §§ 18940-18950.4.) For example, under the Act, a gift that, within 30 days of receipt, is returned, or donated by the officer or employee to a 501(c)(3) organization or federal, state or local government without the officer or employee taking a tax deduction for the donation, will not be deemed to have been accepted. In addition to the exceptions contained in the Act, nothing in this Statement shall preclude an employee's receipt of a bona fide award, or free admission to a testimonial dinner or similar event, to recognize exceptional service by that employee, and which is not provided in return for the rendering of service in a particular matter. Such awards are subject to the limitation on gifts imposed by the Political Reform Act and local law.

In addition, the following gifts are de minimis and therefore exempt from the restrictions on gifts imposed by section V of this Statement:

- i. Gifts, other than cash, with an aggregate value of \$25 or less per occasion; and
- ii. Gifts such as food and drink, without regard to value, to be shared in the office among officers or employees.

*Example.* A member of the public who regularly works with and receives assistance from the Department sends a \$15 basket of fruit to an employee as a holiday gift. Although the fruit may in fact be offered in exchange for performing services that the employee is expected to perform in the regular course of City duties, the employee may accept the fruit because the value is de minimis. (Because the reporting requirement is cumulative, an employee may be required to report even de minimis gifts on his or her Statement of Economic Interests if, over the course of a year, the gifts equal or exceed \$50.)

*Example.* A member of the public who regularly works with and receives assistance from the Department sends a \$150 basket of fruit to the Department as a holiday gift. Although the fruit may in fact be offered in exchange for performing services that the Department is expected to perform in the regular course of City duties, the Department may accept the fruit basket because it is a gift to the office to be shared among officers and employees.

## **VI. AMENDMENT OF STATEMENT**

Once a Statement of Incompatible Activities is approved by the Ethics Commission, the Department may, subject to the approval of the Ethics Commission, amend the Statement. (C&GC Code § 3.218(b).) In addition, the Ethics Commission may at any time amend the Statement on its own initiative. No Statement of Incompatible Activities or any amendment thereto shall become operative until the City and County of San Francisco has satisfied the meet and confer requirements of State law and the collective bargaining agreement.

# ANNEX E- BAY AREA UASI DIVISION CONTINUITY OF OPERATIONS PLAN (COOP)

**DRAFT \_ MARCH 2017**



March 2017

ANNEX TO CCSF DEM CONTINUITY OF OPERATIONS PLAN

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## **ANNEX E – BAY AREA URBAN AREAS SECURITY INITIATIVES (UASI) DIVISION**

### **I. INTRODUCTION**

This Bay Area UASI Division Continuity of Operations Plan (COOP) Annex (plan) is part of the City and County of San Francisco (CCSF) Department of Emergency Management’s (DEM) COOP. This plan explains the functions, operations, and resources necessary to ensure the continuation of CCSF DEM’s Bay Area UASI Division’s essential functions in the event its normal operations are disrupted or threatened with disruption. This plan can be used to provide guidance on the allocation of resources including the reassignment of personnel, use of alternate facilities, and use of administrative and management support. This plan will allow for quick access to critical information for the Bay Area UASI Division, allowing the Division to operate as an individual entity during COOP activations, while still maintaining cohesion under CCSF DEM as a department.

- The overarching key objectives of this plan are to:
- Ensure the safety of the Bay Area UASI Division employees
- Maintain management and control of the organization’s goals
- Provide for the line of succession to critical management and technical positions
- Provide direction to staff during emergencies
- Reduce disruptions to operations
- Protect critical facilities, equipment, records, and other assets
- Maintain internal and external essential communications
- Assess and minimize damages and losses
- Facilitate decision-making during an emergency
- Achieve an orderly recovery from emergency operations
- Provide plans for restoring or reconstituting regular activities

This plan can be activated in its entirety or in parts and applies to all Bay Area UASI Division personnel. Bay Area UASI staff must be familiar with continuity policies and procedures and their respective continuity roles and responsibilities. Additionally, the Bay Area UASI staff is responsible for fulfilling personal preparedness goals as outlined in Appendix A. This plan ensures the Bay Area UASI Division is capable of conducting its essential missions and functions under all threats and hazards.





**II. ESSENTIAL FUNCTIONS**

Essential functions in the CCSF DEM COOP are defined as Categories 1 and 2. Category 1 describes functions that cannot be disrupted. Category 2 describes functions that can be discontinued for under 12 hours before they are resumed. The Bay Area UASI Division does not have mission critical Category 1 functions. The following matrix identifies the positions responsible for Category 2 functions in order of priority.

Category 2 Functions		Responsible Party(s)
1	Grants Management	Chief Financial Officer
2	Program Management and Fiscal Project Monitoring	Regional Program Manager
3	Office Administration	Regional Grants Manager

The Chief Financial Officer and the Grants Contract Specialist are identified as essential staff to continue operation of Category 2 functions. They are designated as mandatory staff needed to perform the essential fiscal obligations and duties of the UASI Management Team are executed.

During activation of this plan, all other activities may be suspended to enable the Bay Area UASI Division to concentrate on providing critical functions and building internal capabilities necessary to increase and eventually restore operations. Communication with regular and/or expected users of such services shall be a priority.

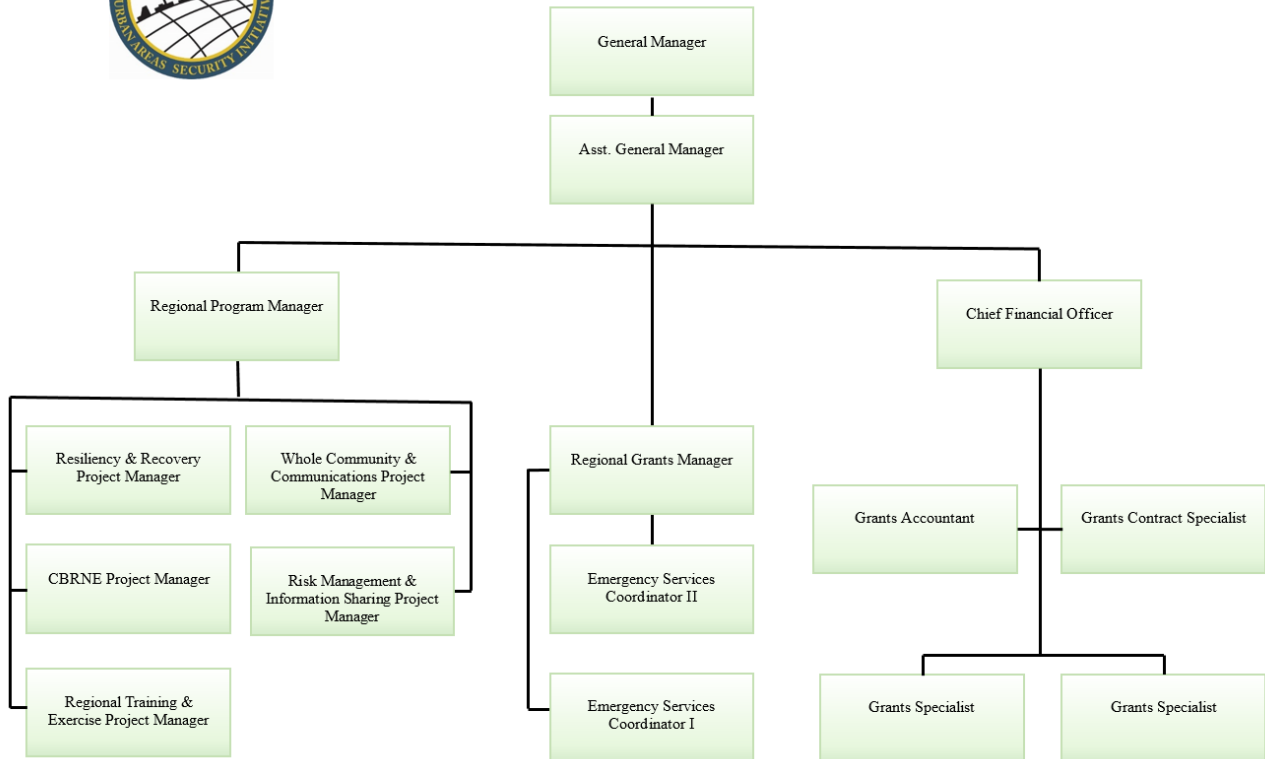


### III. BAY AREA UASI ORGANIZATIONAL CHART

The Bay Area UASI organizational chart is below and point-of-contact details can be found in Appendix B.



### Bay Area UASI 2017 Organization Chart





**IV. ORDER OF SUCCESSION**

Pre-identifying orders of succession for staff members who will make overall organizational decisions during an emergency is critical to ensure effective leadership decision making. In the event an incumbent is incapable or unavailable to fulfill essential duties, successors have been identified to ensure there is no lapse in essential decision-making authority. The order of succession for the Bay Area UASI Division is as follows:

Key Department Position	Lines of Succession
1. General Manager	1. Assistant General Manager 2. Chief Financial Officer 3. Regional Program Manager
2. Assistant General Manager	1. Chief Financial Officer 2. Regional Program Manager 3. Regional Grants Manager
3. Chief Financial Officer	1. Regional Program Manager 2. Regional Grants Manager 3. Grants Contracts Specialist

**V. DELEGATIONS OF AUTHORITY**

In the event that some members of the Bay Area UASI Management Team leadership are unavailable during an emergency, the Bay Area UASI Division has developed a set of procedures to govern delegations of authority.

These procedures ensure that there is adequate coverage when individuals are rendered unable to perform their duties. It provides measures that assign replacements to fill vacancies, thereby fulfilling the requirements of continuity of operations provisions.

Delegations of authority specify who is authorized to make decisions or act on behalf of the division. Delegations of authority are used for specific purposes during COOP emergencies, including:

- Approving emergency policy changes
- Approving changes to office policies, protocols and/or in Standard Operating Procedures (SOPs)



- Making personnel management decisions
- Approving commitment of resources
- Signing contracts

Explicit emergency authority has been pre-delegated to ensure that Bay Area UASI Division staff identified in the leadership Order of Succession in Section IV are aware of their responsibilities and are appropriately authorized to execute functions assigned to them. Delegations of authority outline exceptions that may exist in one position assuming the role of another position and is as follows:

Position	Assumed Role	Exceptions
Assistant General Manager	General Manager	No exceptions
Chief Financial Officer	General Manager	Per CCSF internal control requirements, a counter signature to the CFO from non-fiscal personnel must be obtained. Therefore, a counter signature from the Regional Program Manager level or above is needed on all finance approval documents.
Regional Program Manager	General Manager	No exceptions

**VI. NOTIFICATION PROCEDURES AND PERSONNEL**

The plan will be implemented based on known or anticipated threats and emergencies that may occur with or without warning.

Warning: There are some threats to normal operations that may afford advance warning that will permit the orderly alert, notification, evacuation, and if necessary, the relocation of staff and operations.

No warning during non-operating hours: Incidents may not be preceded by warnings (e.g. earthquakes, arson, terrorist incident or hazardous materials incidents) or may occur while a majority of personnel are at home (weekends and evenings). In these circumstances, personnel and pre-identified members will still be able to respond to instructions, including the requirement to relocate following proper notification.



No warning during office hours: Incidents may occur without warning during normal office hours. If indicated by the circumstances of the event, this plan will be implemented by expeditiously moving staff, volunteers and others out of the building, to alternative operating locations.

In the event normal operations are interrupted or cannot be conducted at the Bay Area UASI office building, the General Manager is responsible for assessing Bay Area UASI Division’s staff status and deciding on the following:

- Activation of the Division’s COOP-COG
- Institution of emergency telecommuting policy
- Relocation of office operations to an alternate facility
- Deployment of the Division’s Advance Element Team
- Staff assignment to CCSF’s DEM EOC or to CCSF’s DSW duties, if activated.

The Bay Area UASI Division’s General Manager will subsequently notify the Assistant General Manager of the aforementioned decisions. The Assistant General Manager will ask the Emergency Services Assistant to send a message to all staff using Everbridge, and/or activate the Division’s phone tree and/or email (see Appendix B). The Assistant General Manager will establish a schedule to provide status updates via the Division’s phone tree and/or email notification procedures until alternate COOP-COG staffing plans are determined.

Notification	Method/System used for Notification
Regional Grants Manager consults with General Manager or the Assistant General Manager	Phone/email
Regional Grants Manager delegates to the Emergency Services Assistant to notify all Bay Area UASI Division staff or notifies all Bay Area UASI Division staff	Everbridge/phone/email

Notification can be done via Everbridge, or phone, email, and text message. The Bay Area UASI Division staff point-of-contact details can be found in Appendix B.



**Bay Area Region Outside Agency Notification**

Depending on the needs of the situation, the Bay Area UASI General Manager will determine what outside stakeholders need to be notified. The Bay Area UASI may notify appropriate stakeholders in the Bay Area region such as the members of the Approval Authority, sub-recipients, and workgroup members. The Bay Area UASI General Manager will determine what notification is necessary and may consider the following details:

- The Bay Area UASI Division alternate emergency office location(s) and point-of-contact details at 24 hours, 72 hours and one week intervals
- Confirm all fiscal paperwork and reimbursement procedures remain intact or notify of alternate procedures
- Cancel Brown Act and other identified meetings as appropriate

The notification process will be as follows:

Notification	Method/System used for Notification
General Manager notifies all UASI Approval Authority members	Email
Chief Financial Officer notifies all fiscal points-of-contacts for sub-recipients	Forward General Manager’s email
Regional Program Manager notifies all Bay Area Operational Area OES managers and work group members	Forward General Manager’s email

A sample of the email notification can be found in Appendix C.

**VII. THE ADVANCE ELEMENT TEAM**

An Advance Element Team is a restructured team with minimal but essential staff to continue operations for at least two weeks. In order to continue its essential functions, the Bay Area UASI Division has determined the following staff positions will constitute the Advance Element Team who will need to relocate under COOP activation:



Position Title	Advance Element Team Responsibilities
General Manager	Manage necessary situational awareness during transition and follow notification procedures (Section V). Determine which staff members may be released to CCSF’s DEM Emergency Operations Center (EOC) or to Disaster Service Worker (DSW) assignments and notifies staff accordingly.
Assistant General Manager	If needed, coordinate set-up of alternate office facility and provide staffing needs or activate notifications of telecommute policy and procedures.
Chief Financial Officer	Coordinate establishment of information technology systems, and servicing of vendors and regional stakeholders from alternate office facility or using telecommute policy and procedures
Regional Program Manager	Assist in set-up of alternate office facility or execution of telecommute policy and procedures and provide for staffing needs. Establish communications with stakeholders per Section V: Bay Area region outside agency notification
Regional Grants Manager	Coordinate reconstitution of home office staff to ensure smooth and expeditious return to normal services
Grants Contracts Specialist	In coordination with the Chief Financial Officer, provide grants management and contract management services to stakeholders and vendors.

Upon establishment of the Advance Element Team at the alternate office facility and initiation of essential functions, the Bay Area UASI Division’s General Manager in consultation with DEM leadership will decide when and which members of the team may be reassigned to CCSF’s DEM EOC. Bay Area UASI Division General Manager will notify UASI staff members and the CCSF’s DEM’s Department of Emergency Services (DES) Deputy Director of UASI staff availability for CCSF’s DEM EOC assignments.

Other Bay Area UASI Division staff, including regional project managers and grants specialists who are CCSF employees may be reassigned to the CCSF DEM Department of Emergency Services or assigned to CCSF’s DSW duties, if and



when the DSW program is activated.

CCSF will notify CCSF employees of the DSW program activation via the radio stations KNBR (680 AM), KCBS (740 AM and 106.9 FM), and KGO (810 AM) and will provide specific instructions. Bay Area UASI Division staff on secondment from other jurisdictions will report to their home jurisdictions.

**VIII. ALTERNATE FACILITIES**

During normal business hours, the Bay Area UASI Division has designated continuity facilities as part of its COOP and has prepared personnel for the possibility of unannounced relocation to the site(s) to continue performance of essential functions. The sites selected as alternate facilities must be able to be operational within 12 hours of COOP activation and sustain performance of essential functions for up to 30 days. Each of these facilities is maintained on a regular basis. The telecommute policy may also be activated (see Appendix D).

Facility Name	Facility Address	Agreement Type and Date	Annual Cost	Comments
DEM	1011 Turk Street, SF, CA 94102	To be determined	N/A	
DEM-DES Offices	30 Van Ness Ave, Suite 3300 SF, CA 94102	To be determined	N/A	

The process for executing use of the alternate facilities is:

1. Send Advanced Team to alternate facility
2. Notify all Bay Area UASI Division staff
3. Execute Section V: Bay Area region outside agency notification as needed

In the event either of the two designated alternate facilities are unavailable, all Bay Area UASI Division staff will plan on telecommuting in order to fully perform assigned duties. The Bay Area UASI Division staff will need a personal computer with Virtual Private Network (VPN) access to the office network and phone connectivity to telecommute.

**IX. VITAL RECORDS/DATABASES**

Vital records refers to information systems and applications, electronic and hard copy documents, references, and records, to include classified or sensitive data, needed to support mission essential functions during a continuity event. The Bay





Area UASI Division has identified the following documents as vital records:

- Memorandums of Understanding (MOUs)/Letters of Agreement (LOAs)
- Contracts
- By-laws
- Financial records
- Department of Homeland Security and California Office of Emergency Services grant documents

Within 12 hours of activation and when infrastructure supports it, the Advance Element Team personnel at the alternate office facility for the Bay Area UASI Division should have access to the appropriate tools for accessing vital records, including:

- A local area network
- Electronic versions of vital records
- Supporting information systems and data
- Back up external hard drive
- Internal and external email and email archives
- Paper copies of vital records

These vital records are stored in the following locations:

Vital Record	Type	Format	Location	Back-up freq.	Responsible Person
Finance/grants management records	Financial	Paper/ Electronic	711 Van Ness, SF / City IT network	Daily	Chief Financial Officer
Project management records	Management	Paper/ Electronic	711 Van Ness, SF / City IT network	Daily	Regional Program Manager
Administrative management records	Administrative	Paper/ Electronic	711 Van Ness, SF / City IT network	Daily	Emergency Services Coordinator

The respective vital records can be accessed using existing username and password credentials established by Bay Area UASI Division staff to log into their regular office workstations.



**X. MISSION CRITICAL SYSTEMS**

There are three mission critical systems for the Bay Area UASI Division. The Bay Area UASI Division computer network drives contain all the division’s files and records used for daily operations and are critical for executing the division’s mission. PeopleSoft is used by the UASI Division’s grants management staff to execute the division’s grants management functions. The Bay Area UASI Division’s website with WebGrants, its grants management module, provides an important means for the Bay Area UASI to share information with its stakeholders and additionally assists in managing its grants management functions. WebGrants allows stakeholders to submit documentation electronically versus post-mailing hard copy documents, and also allows stakeholders to independently check the status of their reimbursement claims processing. Access to these critical systems at alternate office facilities or remotely during Bay Area UASI Division COOP activations will enable Bay Area UASI Division staff to continue executing the division’s key missions.

Additional details about the mission critical systems for the Bay Area UASI Division are as follows:

System Name	Current Location/Responsible Party	Other Locations
PeopleSoft  (F(FAMI(FAMIS))	San Francisco Controller’s Office – Local Area Network	To be determined by the San Francisco Controller’s Office
Bay Area UASI website and grants management system module	Website: vendor: WowRack, Seattle, WA  Grants Management module: vendor Dulles Technology Partners, Inc., various locations	To be determined by the Bay Area UASI Division
Network U drive	Local Area Network	To be determined by CCSF DEM IT department



## **Appendix A:**

UASI Division Office Emergency Preparedness Manual



## EXECUTIVE SUMMARY

### **Purpose**

The goal of this manual is to document and assist in implementing emergency procedures for the Bay Area Urban Areas Security Initiative (UASI) Division office and staff. The UASI Emergency Services Assistant \* (aka Office Administrator, Appx B) is responsible for maintaining this Office Emergency Preparedness Manual, replenishing office supplies and implementing twice a year training and/or related drills for the UASI staff to support the procedures set forth in this UASI Emergency Preparedness Manual.

*\*In the absence of the Emergency Services Assistant, the Website Administrator (aka Emergency Services Coordinator, Appx B) will carry out these responsibilities.*

### **How To Use this Manual**

The manual focuses on response procedures for medical, fire, electrical power, explosives, and other Bay Area emergencies that may impact the Bay Area UASI Division office and staff safety. As a centralized source of emergency information, this manual contains critical contacts, maps, and several checklists for accounting for staff during emergencies and documenting completion of staff safety training.

### **Documentation Template**

This manual also includes a few templates that can be utilized to document incidents and guide you through response. These templates are meant to provide guidance when responding to a medical emergency or a bomb threat. The templates provide a checklist of key information that the designated office Emergency Services Assistant should address when responding to an emergency. In addition this manual provides direct links to information on how to fill in a personal preparedness plan.

### **Training**

This manual does not contain instructions on how to conduct evacuation and earthquake drills, that information can be found in the corresponding Emergency Procedures Training Manual. The Emergency Services Assistant will provide evacuation and earthquake drill information and conduct training. However, this manual does include UASI office floor plan maps to assist with evacuation and earthquake drills and a form to document completion of staff safety training.



## EMERGENCY PERSONNEL NAMES AND PHONE NUMBERS

Make sure to dial "91" before any phone number if calling from any office desk phone.

### DESIGNATED RESPONSIBLE OFFICIAL (Highest Ranking Manager at 711 Van Ness Ave. site):

Name: Craig Dziejczak Phone: (415) 353-5221 Cell: [REDACTED]

### Primary Contact: EMERGENCY SERVICES COORDINATOR (office administrator):

Name: Anthony Perez Phone: (415) 353-5223 Cell: [REDACTED]

### Secondary Contact: Emergency Services Coordinator

Name: Ethan Baker Phone: (415) 353-5232 Cell: [REDACTED]

### ASSISTANTS TO PHYSICALLY CHALLENGED (If applicable):

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_



## OFFICE PREPAREDNESS

The office will determine the content of necessary office communal supplies. The Emergency Services Assistant is responsible for identifying a list of necessary office emergency supplies, as well as managing the content and replenishment of these items.

Do your part in helping ensure that the emergency plan and training involves all employees! Gather personal supplies at your desk and make sure everyone knows where communal supplies should be stored. Use this quick guideline to ensure you have the right kind of supplies to keep at our desk.

### SUGGESTED INDIVIDUAL SUPPLIES

- Keep up to 3 days' worth of nonperishable food at your desk or in designated kitchen area. Because you'll have a limited supply, the higher-quality foods you eat, the better.

- Examples:

- Peanut Butter
- Whole-wheat crackers
- Canned tuna
- Nuts and trail mixes
- Dried fruits
- Water- 1 gallon/person/day



- Emergency Services Assistant will make sure First Aid kits and emergency supplies are checked on a regular basis to ensure freshness and proper quantity of supplies.

- Essentials:

- First Aid Kit
- Flashlight and Extra Batteries
- Fire Extinguisher
- Manual Can Opener

- Useful:

- Cash
- Blankets
- Radio
- Chargers



Personalize your preparedness kit: Make sure to include important medications and items, such as asthma medication or feminine hygiene products.



## PERSONAL PLAN


Trying to get a hold of your loved ones during times of crisis can be stressful and overwhelming, make sure to keep an updated contact plan at your desk. Fill this out here to ensure you have a copy when you need it the most.

Utilize the existing SF72 preparedness tools already in use by many in the City:  
<http://www.sf72.org/home>

# SF72 Make a Plan

<b>Our meeting spot</b> <i>Where will we meet in an emergency?</i> _____ Location: _____ Address: _____ _____	<b>Out of area contact</b> <i>Who will we check in with, outside the area?</i> _____ Location: _____ Address: _____ _____
<b>My people</b> <i>Identify a group of friends and family with whom you'll coordinate.</i> _____	
Name: _____ Mobile phone: _____ Home phone: _____ Address: _____ _____	Name: _____ Mobile phone: _____ Home phone: _____ Address: _____ _____
<b>Important contacts</b> <i>What other numbers would be handy in an emergency?</i> _____	
Doctor: _____ Pediatrician: _____ Pharmacist: _____ Veterinarian: _____	





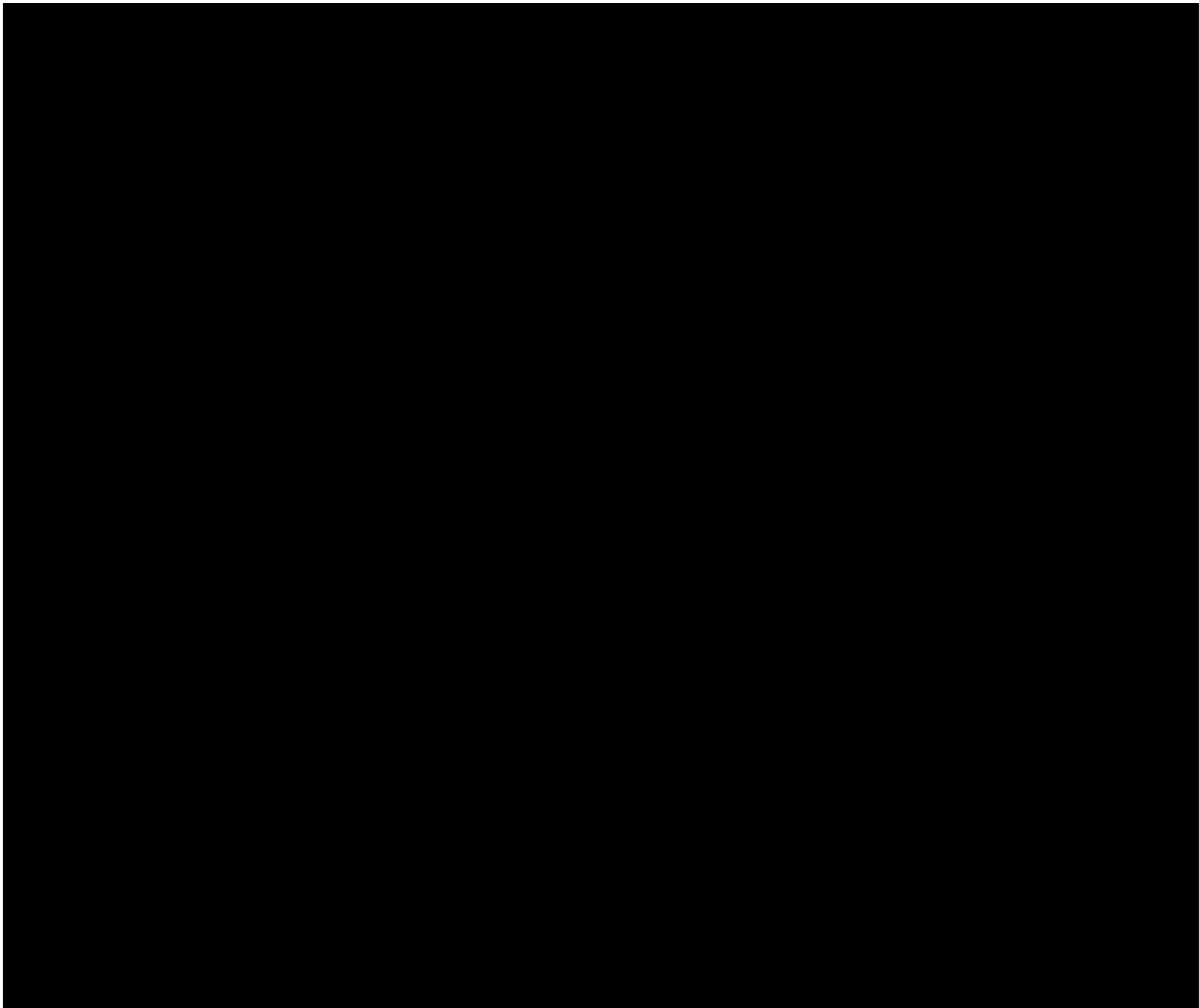
## EMERGENCY REPORTING AND PROCEDURES

In case of any emergency call 911, **making sure to dial 9-911 if calling from any office desk phone.**

### OFFICE SAFETY MAP

Use this map to locate office safety features near you. Includes:

- Doors to exit the office
- Safety equipment locations in case of fire
  - Fire Extinguishers
  - Emergency Button:

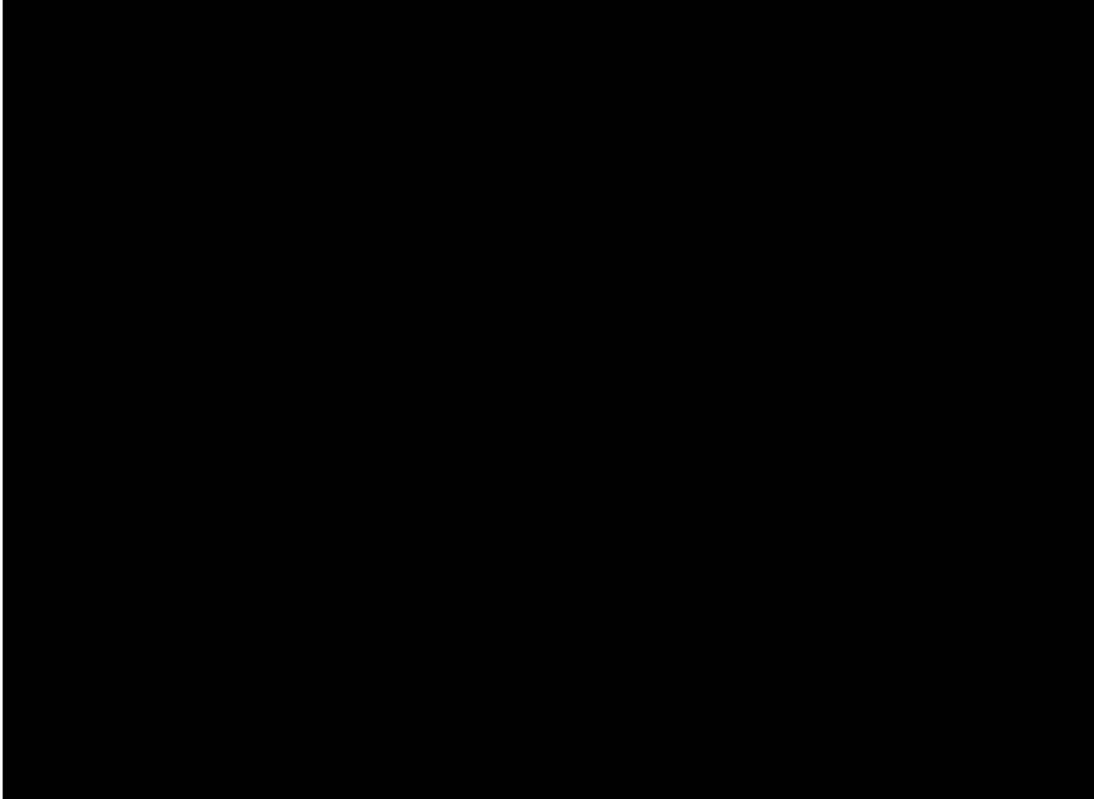






## BUILDING EVACUATION ROUTE AND PROCEDURES

Site personnel should know at least two evacuation routes. Use these maps to locate the office exists nearest your work space as well as the two emergency stair case locations. Building evacuation route maps have been posted in front of elevator doors.



When an evacuation is necessary, all office employees will exit the building and gather on the corner of Turk/Van Ness. Once role call is complete, using the Reunification Checklist in the following page, all office personnel will walk to the park across the street from the CCSF DEM Administration Office at 1011 Turk St and meet other DEM Administrative staff there. Any emergencies concerning the well-being of UASI staff members will also be reported to CCSF Sheriff's personnel at the 1011 Turk St DEM location.

- Step 1:** Evacuate the office calmly to reduce risk of falling or injury
- Step 2:** Make your way to emergency exits on either end of floor hallway. There is a map directly outside the office doors between the elevator doors showing where emergency staircases are. Do not use elevators in case of emergency.
- Step 3:** Exit building and gather on the corner of Turk and Van Ness
- Step 4:** Check in with the Emergency Services Assistant, or responsible party with the Reunification Checklist, who will record that you are accounted for



## A. SHELTERING IN PLACE

### ***Active Shooter***

In the event that there is an active shooter threat, staff must be properly trained in how to lock up the office and where to shelter in place.

- Know where all doors are located and how to lock them from the inside as well as the outside.
- When sheltering in place, remain away from windows and doors. Try to remain with others and make minimal noise.

### ***Bio Hazard Event***

When sheltering in place for a bio hazard event, follow these easy steps:

- Bring everyone into the office space. Shut and lock the front door.
- Select interior room(s) above the ground floor, with the fewest windows or vents. Close and lock door(s).
  - Designated: Kitchen Area
- Unless there is an imminent threat, ask employees, customers, clients, and visitors to call their emergency contact to let them know where they are and that they are safe.
- Have employees familiar with your building's mechanical systems turn off all fans, heating and air conditioning systems.
- Gather essential disaster supplies.
- Use duct tape and plastic sheeting (heavier than food wrap) to seal all cracks around the door(s) and any vents into the room.
- Use the **Reunification Checklist** to take attendance of everyone in the room.
- Listen to emergency announcements and remain inside until you are told it is safe to evacuate by the appropriate authorities



## **B. MEDICAL EMERGENCY**

When reporting a medical emergency, **call 9-911** remain calm and follow the instructions of the 911 operator. Remember to provide the following information:

- Nature of medical emergency,
- Location of the emergency (address, building, room number)
- Your name and phone number from which you are calling.
- The specifics and conditions of the emergency you are reporting. (i.e. gender, age and condition of person injured, any immediate dangers influencing the situation)

### **If paramedics are dispatched, how can you help before they arrive?**

- Do not move victim unless absolutely necessary.
- If formally trained in CPR and First Aid, personnel may provide the required assistance, with patients consent if conscious, prior to the arrival of the professional medical help
- If personnel trained in First Aid are not available, as a minimum, attempt to provide the following assistance:
  - Stop the bleeding with firm pressure on the wounds with proper safety attire (note: avoid contact with blood or other bodily fluids).
  - Clear the air passages using abdominal thrusts (maneuver commonly known as the “Heimlich maneuver”) in case of choking.



## C. FIRE EMERGENCY

**Use these fire safety tips to ensure the proper fire response when fire is discovered:**

- Activate the nearest fire alarm (if installed)
- Notify 9-911

**Fight the fire ONLY if:**

- 911 and the Fire Department has been notified.
- The fire extinguisher is in working condition and personnel are trained to use it.
- The fire is small and is not spreading to other areas.
- Escaping the area is possible by backing up to the nearest exit.

**Upon being notified about the fire emergency, occupants must:**

- Leave the building using the designated escape routes.
- Assemble in the designated area: Corner of Turk and Van Ness.
- Remain outside until fire personnel announce that it is safe to reenter.

**The Emergency Services Assistant must:**

- Coordinate an orderly evacuation of personnel.
- Perform an accurate head count of personnel reported to the designated area.
- Provide the Fire Department personnel with the necessary information about the facility.

**Assistant the Physically Challenged:**

- Assist all physically challenged employees in emergency evacuation.



#### D. EXTENDED POWER LOSS

In the event of extended power loss to a facility certain precautionary measures should be taken:

- The Emergency Services Assistant will notify DEM IT immediately to prevent damage to UASI server room technology.
- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and effecting sensitive equipment.
- Highest Ranking Manager aware of the situation should begin the phone tree mass notification process, see Appendix B in UASI COOP Annex E.
- Staff should plan on going/ staying home, unless otherwise explained by their supervisors.

Upon Restoration of power:

- Inform facility staff who may have been staying away for safety reasons, when all has been restored to normal they may return to work.



## **E. SEVERE WEATHER AND NATURAL DISASTERS**

### ***Earthquake:***

- Stay calm and await instructions from the Emergency Services Assistant or the designated official.
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power.
- Assist people with disabilities in finding a safe place.
- Evacuate as instructed by the Emergency Services Assistant and/or the designated official.

### ***Flood:***

#### *If indoors:*

- Be ready to evacuate as directed by the Emergency Services Assistant and/or the designated official.
- Follow the recommended primary or secondary evacuation routes.

#### *If outdoors:*

- Climb to high ground and stay there.
- Avoid walking or driving through flood water.
- If car stalls, abandon it immediately and climb to higher ground.



**F. TERRORIST THREAT/ BOMB THREAT TEMPLATE**

**TELEPHONE BOMB THREAT CHECKLIST**

If you are alone when you receive the threat, stay on the phone as long as possible with suspect. Immediately call 9-911 and then Security at (415) 928-2545 and relay information about call.

If you are with someone else, have them call 9-911 while you stay on the phone with the suspect.

If you are the recipient of a bomb threat phone call, please follow the instructions and document the information below. Documentation should be delivered to the Office Administrator, whom will be responsible for it until it reaches authorities. This will be important for future investigation purposes.

**Instructions: Be calm, be courteous. Listen. Do not interrupt the caller. Signal to present coworkers to call appropriate authorities while you remain on the phone.**

YOUR NAME: \_\_\_\_\_ TIME: \_\_\_\_\_ DATE: \_\_\_\_\_

CALLER'S IDENTITY SEX: Male \_\_\_ Female \_\_\_ Adult \_\_\_ Juvenile \_\_\_

APPROXIMATE AGE: \_\_\_\_\_

ORIGIN OF CALL: Local \_\_\_\_\_ Long Distance \_\_\_\_\_

**WHEN ON THE PHONE:**

PRETEND DIFFICULTY HEARING - KEEP CALLER TALKING - IF CALLER SEEMS AGREEABLE TO FURTHER CONVERSATION, ASK QUESTIONS LIKE:

When will it go off? Certain Hour \_\_\_\_\_ Time Remaining \_\_\_\_\_

Where is it located? Building \_\_\_\_\_ Area \_\_\_\_\_

What kind of bomb? \_\_\_\_\_

What kind of package? \_\_\_\_\_

How do you know so much about the bomb? \_\_\_\_\_

What is your name and address? \_\_\_\_\_

If building is occupied, inform caller that detonation could cause injury or death.

Did the caller appear familiar with plant or building (by his/her description of the bomb location)? Write out the message in its entirety and any other comments on a separate sheet of paper and attach to this checklist. Notify your supervisor immediately.

SEE NEXT PAGE FOR MORE GUIDELINES



**During or after speaking with the threatening individual, make note of the following characteristics, they may be critical when it comes to identifying the suspect.**

VOICE CHARACTERISTICS	SPEECH	LANGUAGE
<input type="checkbox"/> Loud <input type="checkbox"/> Soft <input type="checkbox"/> High Pitch <input type="checkbox"/> Deep <input type="checkbox"/> Raspy <input type="checkbox"/> Pleasant <input type="checkbox"/> Intoxicated      _____ <div style="text-align: center;">Other</div>	<input type="checkbox"/> Fast <input type="checkbox"/> Slow <input type="checkbox"/> Distinct <input type="checkbox"/> Distorted <input type="checkbox"/> Stutter <input type="checkbox"/> Nasal <input type="checkbox"/> Slurred      _____ <div style="text-align: center;">Other</div>	<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Foul      _____ <div style="text-align: center;">Other</div>
ACCENT	MANNER	BACKGROUND NOISES
<input type="checkbox"/> Local <input type="checkbox"/> Not Local <input type="checkbox"/> Foreign <input type="checkbox"/> Region <input type="checkbox"/> Race	<input type="checkbox"/> Calm <input type="checkbox"/> Angry <input type="checkbox"/> Rational <input type="checkbox"/> Irrational <input type="checkbox"/> Coherent <input type="checkbox"/> Incoherent <input type="checkbox"/> Deliberate <input type="checkbox"/> Emotional <input type="checkbox"/> Righteous <input type="checkbox"/> Laughing	<input type="checkbox"/> Factory <input type="checkbox"/> Trains <input type="checkbox"/> Machines <input type="checkbox"/> Animals <input type="checkbox"/> Music <input type="checkbox"/> Quiet <input type="checkbox"/> Office <input type="checkbox"/> Voices <input type="checkbox"/> Machines <input type="checkbox"/> Airplanes <input type="checkbox"/> Street <input type="checkbox"/> Party <input type="checkbox"/> Traffic <input type="checkbox"/> Atmosphere





### REUNIFICATION ATTENDANCE CHECKLIST

Use this Reunification Checklist to ensure that all office employees are accounted for during an emergency. The Office Administrator is responsible for bringing this employee list from the office and will conduct a role call to ensure everyone is present and accounted for. If anyone is missing, the Office Administrator will immediately report this to 911.

	Current Staff	Present	Accounted For	Phone Number	Type	Date
1	Amy Ramirez				Cell	
2	Anthony Perez				Cell	
3	Catherine Spaulding				Cell	
4	Corey Reynolds				Cell	
5	Corinne Bartshire				Cell	
6	Craig Dziedzic				Cell	
7	Ethan Baker				Cell	
8	Janell Myhre				Cell	
9	Mary Landers				Cell	
10	Mikyung Kim-Molina				Cell	
11	Philip White				Cell	
12	Tom Wright				Cell	
13	Tristan Levardo				Cell	
14	Yoshimi Saito				Cell	



**TRAINING REQUIREMENTS**

Office safety preparedness and training requires reading and implementing the Emergency Procedures Manual, preparing a personal safety plan, and practicing drills for evacuations and earthquakes. The UASI Office Administrator is responsible for ensuring this training is conducted annually.

This form is meant to document that staff have completed the requisite training. Please ensure that employees sign and date their signature upon completion of training.

Location: 711 Van Ness Ave., San Francisco, CA 94102

Name		Completion	Date	Signature
1	Amy Ramirez	<input type="checkbox"/> Earthquake Drill <input type="checkbox"/> Personal Plan Update <input type="checkbox"/> Evacuation Drill		
2	Anthony Perez	<input type="checkbox"/> Earthquake Drill <input type="checkbox"/> Personal Plan Update <input type="checkbox"/> Evacuation Drill		
3	Catherine Spaulding	<input type="checkbox"/> Earthquake Drill <input type="checkbox"/> Personal Plan Update <input type="checkbox"/> Evacuation Drill		
4	Corey Reynolds	<input type="checkbox"/> Earthquake Drill <input type="checkbox"/> Personal Plan Update <input type="checkbox"/> Evacuation Drill		
5	Corinne Bartshire	<input type="checkbox"/> Earthquake Drill <input type="checkbox"/> Personal Plan Update <input type="checkbox"/> Evacuation Drill		
6	Craig Dziedzic	<input type="checkbox"/> Earthquake Drill <input type="checkbox"/> Personal Plan Update <input type="checkbox"/> Evacuation Drill		
7	Ethan Baker	<input type="checkbox"/> Earthquake Drill <input type="checkbox"/> Personal Plan Update <input type="checkbox"/> Evacuation Drill		
8	Janell Myhre	<input type="checkbox"/> Earthquake Drill <input type="checkbox"/> Personal Plan Update <input type="checkbox"/> Evacuation Drill		
9	Mary Landers	<input type="checkbox"/> Earthquake Drill <input type="checkbox"/> Personal Plan Update <input type="checkbox"/> Evacuation Drill		
10	Mikyung Kim-Molina	<input type="checkbox"/> Earthquake Drill <input type="checkbox"/> Personal Plan Update <input type="checkbox"/> Evacuation Drill		



11	Philip White	<input type="checkbox"/> Earthquake Drill <input type="checkbox"/> Personal Plan Update <input type="checkbox"/> Evacuation Drill		
12	Tom Wright	<input type="checkbox"/> Earthquake Drill <input type="checkbox"/> Personal Plan Update <input type="checkbox"/> Evacuation Drill		
13	Tristan Levarado	<input type="checkbox"/> Earthquake Drill <input type="checkbox"/> Personal Plan Update <input type="checkbox"/> Evacuation Drill		
14	Yoshimi Saito	<input type="checkbox"/> Earthquake Drill <input type="checkbox"/> Personal Plan Update <input type="checkbox"/> Evacuation Drill		

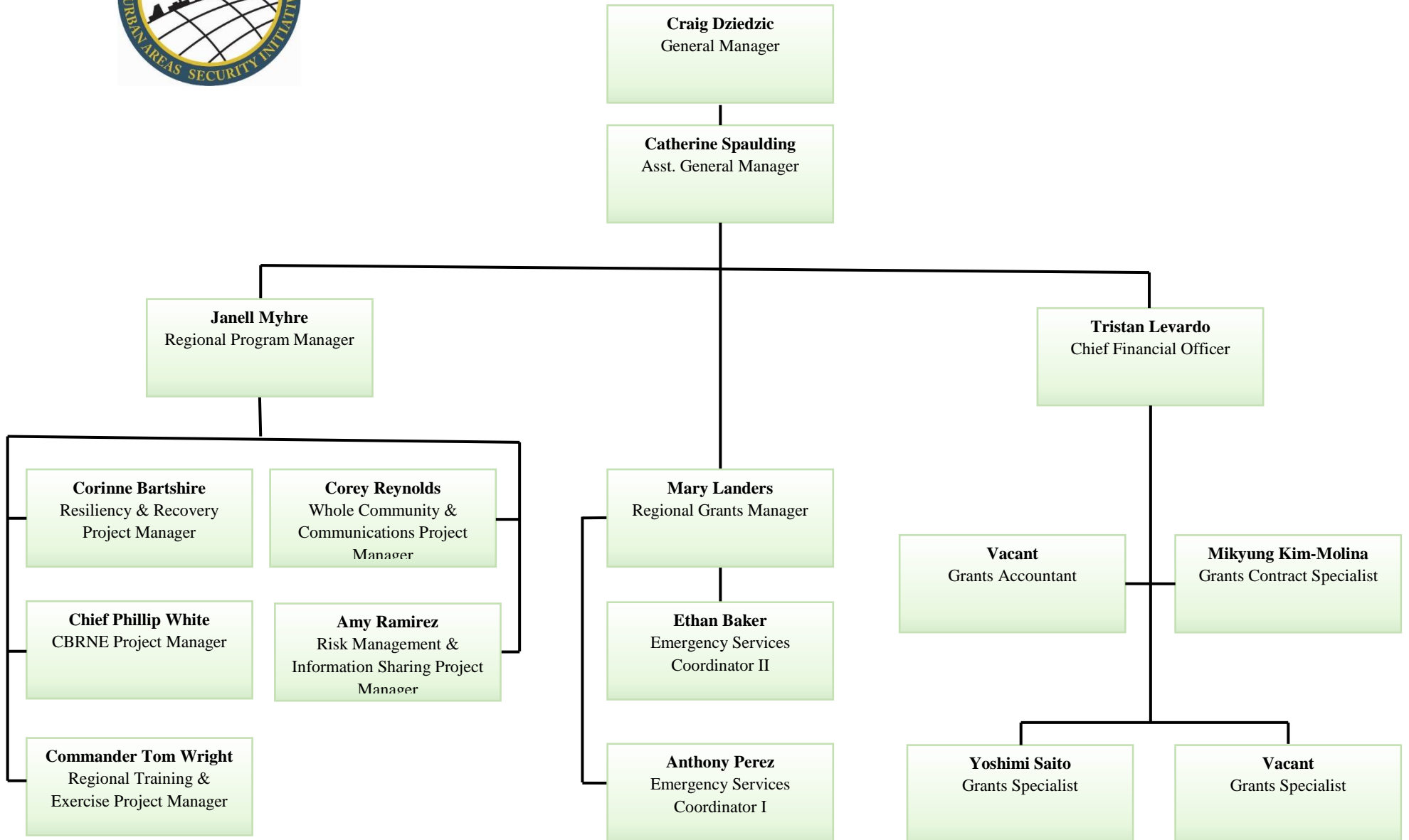


**Appendix B:**

2017 UASI Division Staff Notification Phone-Tree Chart



# Bay Area UASI 2017 Organization Chart





## **Appendix C:**

UASI Division Email Notification Sample



**From:** Bay Area UASI Division Regional Program Manager or delegated authority designee

**To:** Bay Area UASI Division staff

**Subject:** Emergency Notification of disruption of operations at UASI office

To all Bay Area UASI Division staff,

Due to disruption of normal operations at the Bay Area UASI office and inaccessibility of the office building until further notice, per direction from the Bay Area UASI General Manager, all Bay Area UASI Division staff are hereby notified that the following measures and actions will be implemented:

- Activation of the Bay Area UASI COOP-COG
- Institution of the Bay Area UASI emergency telecommuting policy and procedures
- Relocation of office operations to an alternate facility
- Deployment of the Bay Area UASI Advance Element Team
- Assignment of Bay Area UASI staff to the City and County of San Francisco's (CCSF) Department of Emergency Management (DEM) Emergency Operations Center (EOC) or to CCSF's Disaster Service Workers (DSW) duties, if activated
- Bay Area UASI staff on secondment from other jurisdictions will report to their home jurisdictions

Please standby for further notice, which will be forthcoming shortly via email and phone.

Thank you

Assistant General Manager

Bay Area UASI Division



**Appendix D:**

UASI Division Emergency Telecommuting Policy and Procedures





The Bay Area UASI Division’s emergency telecommuting policy will be activated in the event normal operations are interrupted or cannot be conducted at the Bay Area UASI office building. The decision to activate the Division’s temporary telecommuting policy and the duration of institution will be made by the Bay Area UASI Division’s General Manager or designee who has been delegated authority, if the General Manager is unavailable. The Bay Area UASI Division’s emergency telecommuting policy aligns with the Division’s telecommuting policy established in the Management Team Policies and Procedures Manual’s that permits telecommuting in exceptional circumstances.

Once the decision to activate the Division’s emergency telecommuting policy is made by the General Manager or designee with delegated authority, the Division’s notification procedure (Bay Area UASI Division COOP-COG Section VI) will be implemented to notify the Division’s staff to institute the policy and the duration of institution.

The Bay Area UASI Division has determined that all staff should be able to perform their regular job functions via emergency telecommuting. The Bay Area UASI Division staff will need a personal computer with Virtual Private Network (VPN) access to the office network and phone connectivity to telecommute. The Chief Financial Officer, Regional Program Manager and the Regional Program Manager will continue to remotely manage their respective staff workloads and job assignments, with discretion on implementing measures to ensure staff work assignments are completed. A schedule for staff to check in regularly with their supervisors via phone and/or email may be established and instituted, as appropriate. An all-hands staff meeting for the Division’s leadership and staff via conference call may also be scheduled and conducted, as appropriate.

When the Division’s General Manager or designee with delegated authority decides to conclude the emergency telecommuting policy, the Division’s notification procedure will be implemented to notify the Division’s staff with appropriate directions for next steps.

**Notes:** *Reference documents*

*City and County of San Francisco (CCSF) Department of Human Resources: Pilot Telecommuting Policy and Program. Program Guidelines and Participating Packet*

*CCSF Department of Emergency Management, Department of Human Resources: Guidelines for establishing a telecommuting program.*



**Bay Area Urban Areas  
Security Initiative (UASI)**

# **Grants Manual**

**DRAFT - August 2017**

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## I. INTRODUCTION

### A. Scope and Purpose

This manual provides the standards, policies, and processes that govern grant and project management and administration for the Bay Area UASI. Its purpose is to provide clarity and transparency around Bay Area UASI grant and project management, ensure efficiency and compliance in implementation, and ultimately to maximize the impact of federal funds to enhance the safety of Bay Area residents. This manual includes:

- Roles and responsibilities of the various entities participating in grant and project management;
- The lifecycle for Bay Area UASI projects, from identification through planning, execution, close out, and evaluation;
- Compliance requirements;
- Procurement processes;
- Financial administration; and
- Required templates and forms.

The Department of Homeland Security requires documentation of grant management and administrative processes as part of the Homeland Security Grant Program. This manual is also mandated by the Bay Area UASI Approval Authority By-laws. This manual was first provided in 2012, and this updated version was presented to and approved by the Approval Authority on August 10, 2017.

The Bay Area UASI General Manager will review and update this manual on a regular basis to ensure compliance with federal and state grant guidelines and to incorporate policies and procedures approved by the Approval Authority. The General Manager will present proposed changes to this manual to the Approval Authority for adoption.

### B. Affected Parties

The standards, policies, and processes contained herein apply to all participants in the Bay Area UASI– the Approval Authority, Management Team, work groups, member jurisdictions, contractors, and other similar individuals.

### **C. Federal UASI Program Background**

The Urban Areas Security Initiative (UASI) is administered at the federal level by the Department of Homeland Security through its Homeland Security Grant Program within the Federal Emergency Management Agency (FEMA). The Homeland Security Grant Program provides federal funding to help state and local agencies enhance their capabilities to prevent, deter, respond to, mitigate and recover from terrorist attacks, major disasters, and other emergencies. The Homeland Security Grant Program encompasses several interrelated federal grant programs, including UASI, that together fund a range of preparedness activities as well as management and administration costs.

Since its inception in 2003, the intent of the federal UASI program has been to enhance regional preparedness in major metropolitan areas in support of the National Preparedness Guidelines. The UASI grant program provides financial assistance to address the unique multi-discipline Planning, Organization, Equipment purchase, Training, and Exercise (POETE) needs of high-threat, high-density urban areas, and to assist these areas in building and sustaining capabilities to prevent, protect against, respond to, and recover from threats or acts of terrorism. Activities implemented with UASI funds must support terrorism preparedness, response, and recovery in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate the dual-use quality for any activities implemented that are not explicitly focused on terrorism preparedness.

Urban areas must use UASI funds to employ a regional approach to overall preparedness and adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, response, and recovery activities within the region.

### **D. Bay Area UASI Background**

The Bay Area UASI improves capacity to prevent, protect against, respond to, mitigate and recover from terrorist incidents or related catastrophic events by providing planning, training, equipment and exercises to the Bay Area UASI region. Working in close with diverse stakeholders at the local, state, and federal levels, we analyze regional risks, identify capability gaps, and build a secure, prepared, and resilient region. The Bay Area UASI also researches, learns from, and shares what works well and what does not to inform program/product development.

The Bay Area UASI's footprint is comprised of three major cities (Oakland, San Francisco, and San Jose); twelve counties (Alameda, Contra Costa, Marin, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Monterey, Solano, and Sonoma); and more than 100 incorporated cities. The primary source of funds comes from the Homeland Security Grant Program (UASI program) administered by the Department of Homeland Security.



## II. ROLES AND RESPONSIBILITIES

Governed by Memoranda of Understanding (MOUs) between participant jurisdictions, the Bay Area UASI is directed by an Approval Authority. Work groups provide subject matter expertise and regional input, and management and administration is handled by the Bay Area UASI Management Team. Sub-recipient jurisdictions implement local procurement processes to expend grant funds.

### A. Approval Authority

The top tier of governance in the Bay Area UASI is the eleven-member Approval Authority that includes representation from each of the three major cities of Oakland, San Francisco, and San Jose and the counties in which they are located (Alameda, San Francisco, and Santa Clara) as well as the counties of Contra Costa, Marin, Monterey, San Mateo, and Sonoma.

The Approval Authority provides policy direction and is responsible for final decisions regarding grant investments. The role of the Approval Authority in grants management includes:

- ***Regional Coordination and Strategy*** – Coordinating a regional approach to prevention, protection, response, mitigation, and recovery to homeland security threats as well as approving the Bay Area Homeland Security Goals and Objectives and THIRA (Threat and Hazard Identification and Risk Assessment).
- ***Risk Management*** – Adopting a regional risk management framework to administer the UASI Homeland Security Grant Program and related grants, consistent with grant guidelines and direction provided by the Department of Homeland Security and the California Office of Emergency Services (Cal OES).
- ***Grant Approval*** – Approving UASI and related grant applications and grant allocation methodologies.
- ***Management Team Budget*** – Approving the annual budget for the Bay Area UASI Management Team, based on a July 1 – June 30 fiscal year.
- ***Participation in Implementation*** – Participating in the implementation of regional initiatives that are consistent with the mission and decisions of the Approval Authority.

Approval Authority meetings take place approximately every other month throughout the year. See the Approval Authority By-laws and Memoranda of Understanding (MOU) for more information.

## B. Management Team

The Bay Area UASI Management Team is comprised of a general manager, assistant general manager, chief financial officer, as well as project, grant, and administrative staff. The General Manager appoints members to the Management Team to implement the policies of the Approval Authority. The members of this Team are employees of or contractors with the member jurisdictions of the Approval Authority, are assigned to work full-time on the Management Team, and are paid through grant funds.

The General Manager directs and manages the Management Team, including setting job duties and responsibilities and establishing performance goals and expectations. General office, staffing, and personnel policies and procedures for the Management Team staff are documented in the Management Team Policies and Procedures Manual.

The Bay Area UASI Management Team is responsible for the administration and management of the projects that have been endorsed by the Approval Authority and all other administrative and legislative responsibilities associated with running the UASI. This includes risk assessment, capability assessment, planning, strategy, resource allocation, implementation, and evaluation of the Bay Area UASI program. In addition, the team is responsible for the liaison role between the City and County of San Francisco, which serves as the fiscal agent for grant funds, and the grantors and sub-recipients. The Management Team also serves as the point of contact for all inquiries and issues from regional stakeholders and facilitates the Approval Authority and other work group and stakeholder meetings.

The Management Team is responsible for:

- ***Needs Identification*** – Working with Bay Area working groups as well as appropriate stakeholders to obtain input and make recommendations to the Approval Authority on the application for and allocation and distribution of grant funds.
- ***Coordination and Collaboration*** – Coordinating and managing work groups and stakeholders to ensure regional coordination and collaboration.
- ***Grants Administration*** – Overseeing and executing all administrative tasks associated with the application for and distribution of grant funds and programs; ensuring compliance with federal laws, regulations, executive orders, departmental policy, award terms and conditions, and state and local requirements.
- ***Project Management*** – Providing regional coordination, monitoring, management, and oversight of grant-funded projects and programs.
- ***Procurement*** – Developing, reviewing, and/or approving contract procurement for sub-recipient projects.

- **Accounting** – Reconciling financial records, responding to internal and external audits, reimbursement of sub-recipients, processing of cash requests, and ensuring all activities carried out under the Bay Area UASI grant program are reasonable and allowable.
- **Sub-recipient Partnerships** – Preparing and modifying agreements between the Bay Area UASI and sub-recipients as well as monitoring sub-recipients to ensure compliance with grant requirements.

### C. Work Groups

Bay Area UASI work groups are comprised of regional stakeholders who are subject matter experts. The Bay Area UASI General Manager is empowered by the By-laws to create discipline-specific and/or functionally-determined work groups. Members of the Approval Authority are requested to provide personnel with subject matter expertise to participate in work groups. The General Manager may also solicit subject matter experts to include representatives from member counties and cities to act in an advisory capacity. In addition, members of the Approval Authority are encouraged to identify participants with relevant subject matter expertise from outside government, including non-governmental and community-based organizations, who can participate in work groups, consistent with FEMA’s “whole community” approach.

The primary objective of the work groups is to provide a venue for subject matter experts to assess regional needs and capabilities based on risk, as well as review and discuss regional grant projects. All work groups are project-focused and do not set policy. The role of the work group also includes providing technical input and oversight during project implementation, lessons learned from project implementation, and input for portfolio evaluation and performance metrics. Many work groups form sub-committees to provide oversight on specific regional projects and initiatives.

Currently, there are work groups in the following areas, which are consistent with the Bay Area’s Goals and Objectives document:

- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE)
- Cybersecurity
- Emergency Management
- Interoperable Communications
- Information Sharing
- Medical and Public Health
- Public Information and Warning
- Risk Management
- Training and Exercises

One other work group, the Regional Proposal Work Group, meets and provides feedback on certain regional project proposals and makes recommendations to the General Manager during the annual grant application process.

Work groups meet at least quarterly and are chaired by a project manager from the Bay Area UASI Management Team. The Project Manager is a subject matter expert, participates in all meetings, ensures the work group has needed information on a timely basis to meet their responsibilities, maintains documents and records, and is responsible for contributing to regular reporting to the General Manager and Approval Authority.

#### **D. Sub-recipient Jurisdictions**

Sub-recipient jurisdictions receive grant funds from the City and County of San Francisco which is the fiscal agent and sub-grantee to the State of California for federal UASI awards. Sub-recipient jurisdictions are responsible for adhering to the project management, procurement, and financial management policies and procedures outlined in this manual. Among other things, responsibilities include:

- Active participation as project leads;
- Drafting, approving, and following MOUs (Memoranda of Understanding);
- Ensuring financial management systems are in place;
- Requesting project modifications when necessary through the use of the change request form;
- Requesting reimbursements in a timely manner;
- Conducting sub-recipient monitoring, if applicable;
- Complying with performance milestones and completing projects within the grant performance period;
- Submitting reports to the Management Team documenting project progress;
- Participating in risk and capabilities assessments and Bay Area Homeland Security Goals and Objectives updates; and
- Attending work group meetings.

**E. Summary Matrix – Grant Roles and Responsibilities**

<i>Steps in Project Cycle</i>	<b>Approval Authority</b>	<b>Management Team</b>	<b>Stakeholder Work Groups</b>	<b>Sub-recipient Project Lead</b>
<b>Risk and Gap Analysis</b>	--	Coordinate	Inform	--
<b>Homeland Security Goals and Objectives</b>	Approve	Implement	Inform	--
<b>THIRA (Threat and Hazard Identification and Risk Assessment)</b>	Approve	Implement	Inform	--
<b>Proposal Guidance</b>	Approve	Implement	Inform	--
<b>Project Selection</b>	Approve	Coordinate	Implement	--
<b>Project Approval</b>	Approve	Coordinate	--	--
<b>Grant Application</b>	Approve	Implement	--	--
<b>MOUs</b>	--	Implement	--	Inform
<b>Reporting</b>	--	Implement	Inform	Inform
<b>Project Changes</b>	Notified/Approved (significant changes)	Approve	--	Inform
<b>Monitoring</b>	--	Implement	--	Inform
<b>Close Out</b>	--	Approve	--	Implement
<b>Evaluation</b>	Notified	Implement	Inform	Inform

## **F. Ethical Standards**

All members of the Bay Area UASI are required at all times to carry out their roles and responsibilities according to the highest ethical, professional, and quality standards. This includes conduct which is professional and competent, is cooperative with partners and stakeholders, and avoids bringing the Bay Area UASI into disrepute or negatively reflecting upon it. Members are bound by all of the rules, procedures, and specific requirements related to ethical and professional behaviors that are promulgated by their respective jurisdictions.

### Hatch Act Compliance

All Bay Area UASI members and sub-recipients understand and agree that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from FEMA. They will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

### Conflicts of Interest

No member of the Bay Area UASI may use their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties. Personnel and other officials connected with Bay Area UASI funded programs must adhere to the following federal standards for avoiding conflict of interest in grants management and administration. Violations of conflict of interest standards may result in criminal, civil, or administrative penalties.

No official or employee of a state or unit of local government or a non-governmental recipient/sub-recipient shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, award, cooperative agreement, claim, controversy, or other particular matter in which award funds (including program income or other funds generated by federally funded activities) are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or has less than an arms-length transaction.

In the use of Bay Area UASI funds, all officials, employees, and sub-recipients must avoid any action that might result in, or create the appearance of:

- Using his or her official position for private gain;
- Giving preferential treatment to any person;
- Losing complete independence or impartiality;
- Making an official decision outside official channels; and

- Affecting adversely the confidence of the public in the integrity of the government or the program.

Where a recipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse himself or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications. As detailed in Section III of this manual (see “Approval of Solicitations and Contracts” under “B. Planning”), participants in RFP screening and evaluation processes for Bay Area UASI projects will be required to sign and adhere to an impartiality/confidentiality statement. The Approval Authority’s conflict of interest procedure is detailed in the Approval Authority “Master” MOU (Memorandum of Understanding).

### Fraud

All employees of local jurisdictions comprising the Bay Area UASI have a responsibility for fraud prevention and detection concerning the use of grant funds.

Most grant fraud includes conflicts of interest, failure to properly support the use of grant funds, and theft. More generally, fraud includes:

- Any dishonest or fraudulent act;
- Misappropriation of funds, securities, supplies or other assets;
- Impropriety in the handling of money or financial transactions;
- Profiteering as a result of insider knowledge of your organization’s activities;
- Disclosing confidential or proprietary information to outside parties;
- Accepting or soliciting anything of material value from contractors, vendors, or persons providing services to the company; and
- Destruction, removal, or inappropriate use of business assets.

Members should immediately report any suspicion of fraud directly to the appropriate authorities within their home jurisdiction, the Bay Area UASI Management Team Chief Financial Officer, and/or the FEMA Office of the Inspector General hotline (see FEMA website).

The Bay Area UASI Chief Financial Officer shall be responsible for investigating fraud in conjunction with local jurisdictions, Cal OES, FEMA, and/or other parties as appropriate. Actions taken in the event of fraud may include debarment from receipt of future grant awards, termination of employment, and/or legal recourse.

Given the City and County of San Francisco’s role as the fiscal agent for the Bay Area UASI, the City and County of San Francisco Whistleblower Program is also a resource for reporting suspected fraud. This program is available to City and County of San Francisco employees, contractors or vendors, and City residents who want to come forward with information about acts of waste, fraud or abuse. It can be accessed via [www.sfgov.org/whistleblower](http://www.sfgov.org/whistleblower).

### III. PROJECT CYCLE

The term “project cycle” includes the standard phases of the project management lifecycle which are: identification, planning, execution, and closure. The Bay Area UASI Management Team is responsible for providing regional coordination, monitoring, management, and oversight of grant-funded projects. Stakeholders identify projects through a risk assessment and prioritization process, facilitated by the Management Team. The Project Lead is responsible for all aspects of the project planning phase, with support from project team members and the Bay Area UASI Management Team Project Manager. In execution, the project team carries out the project as defined in documented plans and agreements. Finally, in close out, lessons learned are documented and evaluation data is gathered.

#### A. Identification

The Bay Area UASI Management Team guides the project identification process with input from subject matter experts. The process starts with asset updates to refine our regional understanding of risk, which is combined with capabilities assessments that result in a gap analysis. Using the annual proposal guidance, regional stakeholders then identify projects to meet these gaps and then vet proposals, which are ultimately approved by the Approval Authority. The process culminates in the Management Team completing the Homeland Security Grant Program application.

#### Risk and Gap Analysis

The Approval Authority By-laws specify that the Approval Authority must use a risk and capability-based methodology to apply for and allocate grant funds, consistent with guidance from the Department of Homeland Security. Using the California Common Operating Picture (Cal COP), an on-line situational assessment and risk management tool for the State of California, the risk assessment process includes the following:

- ***Risk Data Collection and Validation*** – Stakeholders gather, validate, and verify asset data in CalCOP. The Northern California Regional Intelligence Center (NCRIC) conducts final review and validation, as well as guides informational input on threat, vulnerabilities, and consequences for the region.
- ***Capability Assessment and Gap Analysis*** – The Management Team leads a process whereby stakeholders assess local and regional capabilities using the Department of Homeland Security’s core capability list. This information is added to the risk information in Cal COP and mapped to produce a risk-based gap analysis.
- ***THIRA (Threat and Hazard Identification and Risk Assessment)*** – This report is generated with risk, asset, and capability information from Cal COP and with stakeholder input. The Department of Homeland Security requires all grantees



to produce a THIRA on an annual basis and to spend homeland security grant funding in a manner consistent with this report.

### Proposal Guidance

Based on the results of the Risk and Gap Analysis each year, the Management Team selects Priority Capability Objectives from among the Bay Area UASI Homeland Security Goals and Objectives. Priority capability objectives include strategic objectives that are tied to those core capabilities that are needed most to build our capabilities and address our greatest risk areas. Each year, approximately half of our strategic objectives are featured and include approximately half of our highest risk core capabilities. In order to be eligible for funding, all proposed projects must fulfill at least one of the priority capability objectives.

The Management Team develops a Proposal Guidance document that includes the proposal template, criteria for funding (including priority capability objectives), the process for the funding of proposals, timeline, and allowable spending areas. The Management Team vets this document with regional stakeholders and present it to the Approval Authority for approval.

Please see the Bay Area UASI website for copies of the annual proposal guidance.

### Proposals

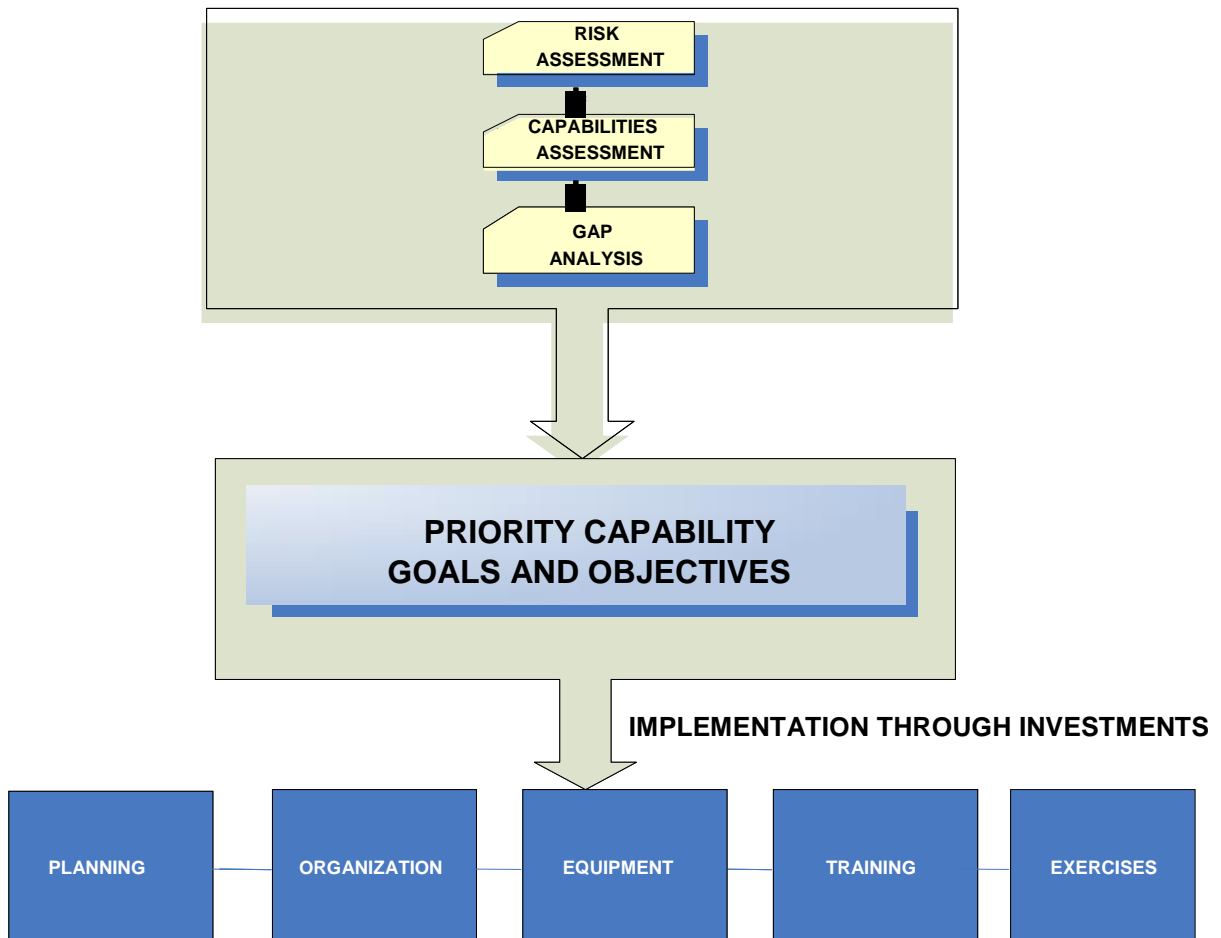
Proposals are invited from government organizations within the UASI footprint and must be submitted through the online WebGrants system. All proposals should be submitted by the person who will be primarily responsible for project implementation and have the approval of the relevant department head. Community-based and non-profit groups are welcome to submit a proposal, but must do so through a government sponsor/partner. Proposals must adhere to the criteria laid out in the Project Proposal Guidance, including linking to priority capability objectives, having a clear nexus to terrorism, and benefiting at least two operational areas.

### Project Selection

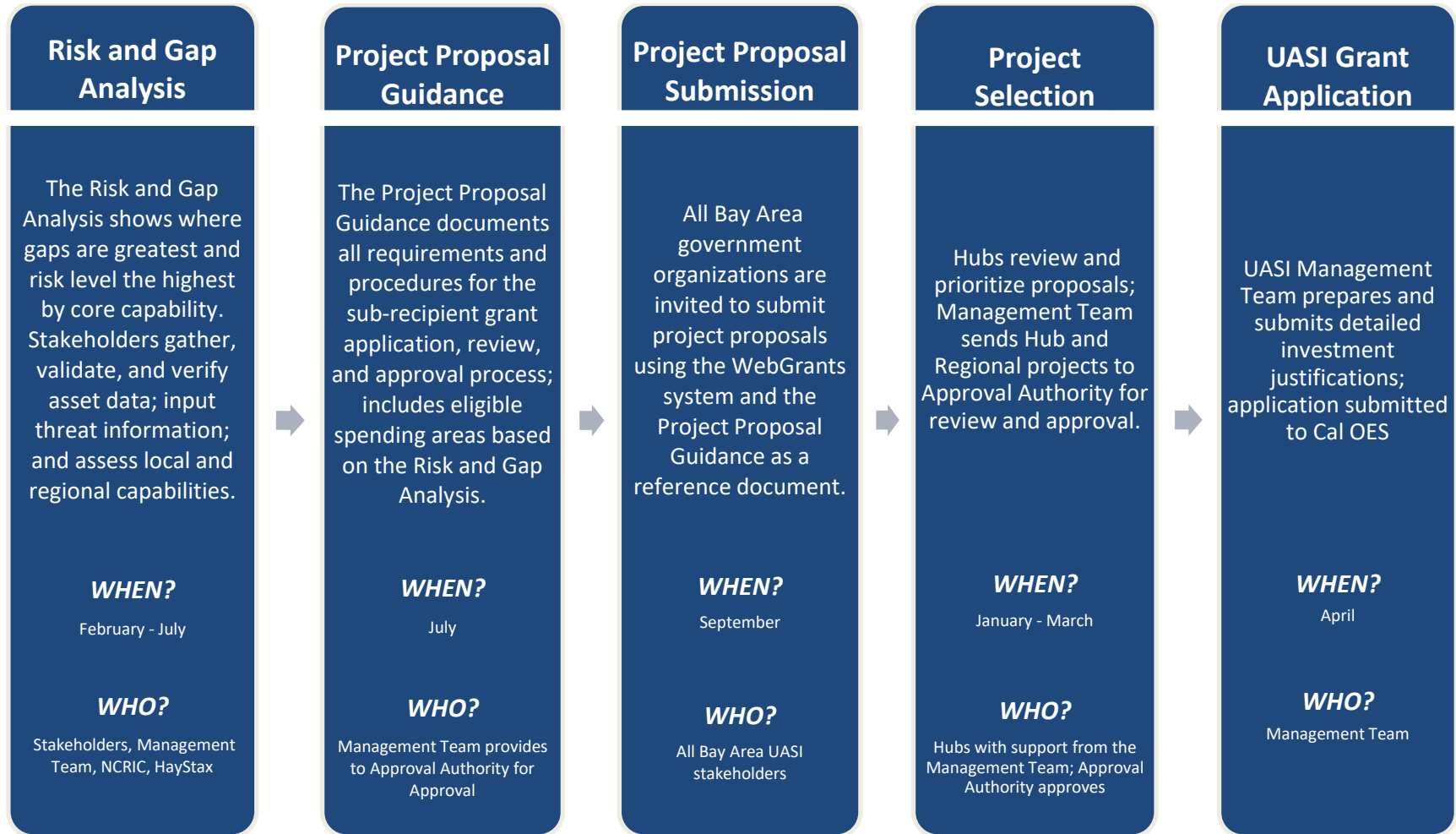
Each of the four “hubs” develops a list of prioritized projects based on regional need and local capabilities. Hubs are based on the geographical location of jurisdictions in the North, East, South, and West Bay. Hubs may also designate other criteria as mutually agreed upon (e.g., provide scalable solutions, leverage other funding sources, and benefit the most operational areas). The Management Team forwards project proposals in priority order from each hub to the Approval Authority for review and approval. The Approval Authority also reviews sustainment projects/regional projects and provides approval, with the assistance of recommendations from the Management Team.

## UASI Grant Application

The Department of Homeland Security requires detailed investment justifications as part of the Homeland Security grant application process. The investment justification must demonstrate how proposed projects address gaps and deficiencies in current capabilities. Once the grant award is announced, and after projects are approved by the Approval Authority, the Bay Area UASI Management Team groups like projects together into investment categories. Typically, there are approximately ten investment categories provided by the State (e.g., CBRNE, Information Analysis, Interoperability, etc.), and each investment category includes a range of associated projects. The Bay Area UASI Management Team completes the UASI grant application and sends it to the California Office of Emergency Services (Cal OES), which ultimately forwards it to the Department of Homeland Security.



Project Identification Summary



*Timelines may vary due to changes in federal/state grant allocation and program schedules*

## **B. Planning**

The Sub-recipient Project Lead, with support from the Bay Area UASI Management Team Project Manager, is responsible for all aspects of the project planning phase. Working with his or her team, the Project Lead defines the work tasks required to accomplish project deliverables and goals and ensures required procurement processes are carried out.

A Bay Area UASI project is documented in detail in the original project proposal that is selected by the hub and approved by the Approval Authority – see “Identification” above. The planning phase starts once the proposal is approved for funding. Planning produces a refined understanding and estimates of timeline, budget, schedule, and roles and responsibilities for the Project Team and stakeholders. The Project Lead makes updates in the WebGrants system. Key documents of the planning stage are Memoranda of Understanding (MOU), Request for Proposals (RFP)/Request for Qualifications (RFQ) solicitations, and vendor contracts. In addition, in cases of complex projects involving multiple stakeholders and significant investments, the Bay Area UASI Project Manager may request sub-recipient jurisdictions to participate in the development of a project plan document. The system of record for jurisdiction proposals is the WebGrants system. Complex projects managed by UASI Management Team project staff utilize Microsoft Project (MS Project) for tracking and coordination.

### MOU Appendix A

The Memorandum of Understanding (MOU) document outlines an agreement between the sub-recipient and the City and County of San Francisco, which serves as the fiscal agent for the Bay Area UASI, to procure goods and services needed in project implementation. The MOU contains an “Appendix A” entitled “Authorized Expenditures and Timelines” in which project information is detailed by solution area (Planning, Organization, Equipment purchase, Training, and Exercises–POETE), description, deliverable due date, and amount. The Project Lead works with the Bay Area UASI Project Manager and appropriate sub-recipient jurisdiction representatives, team members, and/or technical experts as needed to define and describe work tasks. MOUs must be completed, signed, and approved as part of the project planning phase.

See Section V (Procurement) for more information on executing and modifying MOU agreements. In particular, see “Appendix A – Authorized Expenditures and Timelines” for more information on allowable costs and requirements. In addition, the MOU Appendix A template can be found in Section VII (Templates).

### Vendor Procurement

Most Bay Area UASI projects require contracts with outside vendors. Sub-recipients should use their own procurement procedures, regulations, and best practices, provided these conform to applicable federal law and standards. Sub-recipients are required to provide the Management Team’s Grants Management Unit a copy of their procurement policies for review. The sub-recipient jurisdiction must also comply with all relevant guidelines laid out in this manual,

including those in Section V (Procurement), as well as meet the approval requirements listed in the next section. The Sub-recipient Project Lead is responsible for procurement processes. The Project Lead should work closely with their team/subject matter experts to develop solicitations and contracts that are technically accurate and consistent with details in the project proposal and MOU agreements. The Management Team is available to support jurisdictions with best practices concerning vendor solicitation, selection, negotiation, and management.

In many cases sub-recipient jurisdictions may begin the vendor procurement process in advance of the finalization of the MOU. Such work can include doing market research and drafting the solicitation. In addition, some jurisdictions are able to post the solicitation as well as select a vendor and negotiate a contract, depending on that jurisdiction's local policies and procedures. However, under no circumstances may a sub-recipient jurisdiction obligate the funds, incur costs, and submit a reimbursement request for work on a contract that is not consistent with the performance period stated on an approved MOU document.

### Approval of Vendor Solicitations and Contracts

All solicitation processes/contracts must, at a minimum include the following elements:

#### *Solicitation phase:*

- ***Engage in a full and open competitive bidding process*** or a sole source process as determined by local policy, provided that such a process is not in conflict with federal regulations which supersede it.
- ***Obtain a state sole source approval*** if there is only one bid or only one vendor that can perform the services required and the contract is \$150,000 or more. In such cases, the contracting entity must transmit a sole source request to the Bay Area UASI Grants Management Unit for submission to the State.

#### *Selection phase:*

- ***Include a selection panel that is comprised of subject matter experts*** from among regional stakeholders. The Project Lead and any team members who worked on the Request for Proposals (RFP)/Request for Qualifications (RFQ) may not serve on the selection panel, but may coordinate selection panel logistics, provide technical input, and/or observe the process. The selection panel should consist of an odd number of people ranging from three to seven members.
- ***Make a selection based on criteria that is published in the RFP/Q.*** Evaluating proposals or making comments based on previous experiences or hearsay should be discouraged. Panelists should be directed to focus on the information in the proposals and base their evaluation and selection on those materials.
- ***Observe confidentiality.*** Panelists should not, under any circumstances, contact or communicate with any of the proposers or anyone outside of the selection panel process,

including members of the Approval Authority and the Management Team. Names of the proposed bidders should also be held in confidence. This lock-down of information is intended to preserve integrity and fairness.

- ***Include signed impartiality/conflict of interest statements for selection panel members.*** See template in Section VII. A panelist is prohibited from participating in an RFP/Q screening or evaluation process if he or she, or any member of his or her immediate family (including spouse/domestic partner and dependent children):
  - Has received income or gifts within the past year from any of the proposers;
  - Has any ownership interest or other direct or indirect investments, other than mutual funds, in any of the proposers;
  - Expects or intends to seek employment or any other relationship with any of the proposers; and/or
  - Has any other direct or indirect interest in any of the proposers that would prevent him or her from exercising fair and impartial judgment when participating in the RFP screening or evaluation process.

Where a recipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse himself or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications. See also Section II of this manual for more information on ethical and conflict of interest standards.

*Negotiation/ contract stage:*

- ***Ensure costs are reasonable and consistent*** with the amount paid for similar services in the market place— a reasonable cost/price analysis must be conducted by the Project Team.
- ***Include a clearly written scope of services***, tangible deliverables, clear performance periods, and a schedule of payments by deliverable.
- ***Be performed and paid in entirety within the grant performance period.***

### Project Plan

A project plan develops the details of a project that are further fleshed out and updated from the proposal stage. In special cases when projects are particularly complex and involve multiple stakeholders and significant investments, the Bay Area UASI Project Manager may request sub-recipient jurisdictions to participate in the development of a project plan document. A project plan may also be required by the General Manager for special initiatives that are managed by the Management Team.

Project leads, Bay Area UASI project managers, team members, and other subject matter experts work together to develop the project plan, working from the required template (See Section VII).

Working collaboratively ensures that all technical bases are covered and obtains the team's buy-in. The following elements are included in the project plan template.

- Problem Definition
- Project Origin and Evolution
- Project Goals
- Project Strategies
- Deliverables and Requirements
- Duration and Hours
- Budget
- Roles, Responsibilities, and Stakeholders
- Evaluation
- Risks and Mitigation
- Communications
- Approvals

The project plan is the core governing document for the project to which team members are held accountable. Information in the project plan must be consistent with that in the MOU agreements and vendor solicitations and contracts, if applicable. The length of time to prepare a project plan will vary due to the complexity, size, and number of stakeholders involved in the project, but this should usually range from a couple of days to a few weeks. Project plans must be approved by the Bay Area UASI General Manager or designee and sub-recipient representatives, as appropriate.

### **C. Execution**

The Project execution phase begins once vendor contracts, the MOU document, and project plan (if applicable) are finalized. In execution, the Sub-recipient Project Lead carries out the project as defined in the project proposal document and refined in any vendor contract and Memoranda of Understanding (MOU).

The Bay Area UASI Management Team Project Manager works closely with the Sub-recipient Project Lead during execution. The Project Manager is tasked with ensuring the project is on time and on budget and to help follow up on deliverables and compliance as specified in the MOU, such as Environmental and Historic Preservation (EHP) approval, sole source approval, and performance bond acquisition. Working in the WebGrants system, the Project Lead reports to the Project Manager on the current status of the project, identifying and analyzing any variances between plan and actual. As necessary, the Project Lead and Project Manager will seek corrective actions to update project timeline, scope, and budget. Oversight of project execution is carried out by the Bay Area UASI Management Team and, in some cases, through the associated work group. The Bay Area UASI General Manager or designee is responsible for reporting on project progress and change management to the Approval Authority.

## Reporting

Successful project execution requires a variety of reporting at all levels of the Bay Area UASI. Reporting requirements include the following:

- **Project Team** – The Sub-recipient Project Lead is responsible for checking in with his or her team, vendors, and/or partner jurisdictions to make progress on deliverables as stated in the project proposal/plan/vendor contract. For more complex projects, regular project team meetings may need to occur by phone, email, or in person. The Project Lead should work with team members on an ongoing basis to ensure that expectations are synchronized with what has been accomplished, what needs to be accomplished, and the challenges being encountered. The Project Lead should facilitate the communication between team members who own dependent tasks so that successor tasks can begin as soon as possible after predecessor tasks are complete.
- **Work Group** – The Sub-recipient Project Lead is strongly urged to participate in the technical Bay Area UASI work group associated with the project. The subject matter experts in the work group play an important role in sharing lessons learned, developing regional cooperation, and providing technical oversight/input during project execution.
- **Bay Area UASI Project Manager** – The Project Lead is responsible for project reporting to the Bay Area UASI Project Manager through the WebGrants system. The Project Lead should discuss progress on scope, schedule, and budget, and deviations from that agreed to in project documentation.
- **Grants Compliance** – So that the Bay Area UASI may remain in compliance with federal and state policies and procedures, sub-recipient project leads are responsible for program and financial reporting as directed by the Grants Management Unit. For more information on sub-recipient monitoring and reporting see Section VI (Financial Management).
- **Approval Authority** – The Bay Area UASI General Manager or designee is responsible for reporting on project progress to the Approval Authority. The General Manager may single out high risk/cost/impact projects for regular progress reporting, as directed by the Approval Authority. On a regular basis, the General Manager or designee will provide portfolio status and financial reports detailing progress by sub-recipient jurisdiction and grant source.

## Change Management

Project change management is the practice of controlling and documenting changes to the baseline project documentation. Managing the project during the implementation stage means monitoring actual activity against planned (baseline) progress and making the necessary course changes in schedule, scope, and/or budget to meet user and stakeholder expectations. Section 8.5 of the Approval Authority By-laws governs grant budget modifications for the Bay Area UASI. Change requests should be initiated through the WebGrants system.



- ***Change Request Form*** – The Sub-recipient Project Lead is responsible for project change management and must make requests for timeline, budget, and scope changes to the Bay Area UASI Project Manager in a timely manner using the Project Change Request Form in the WebGrants system. This form is necessary to collect all of the required information at one time to evaluate the request, appropriately share the information, as well as to maintain needed documentation. The form is intended for requested changes to timeline, scope, and/or budget, and it collects information on the nature of the request and why it is needed.
- ***Project Timeline Change Requests*** – The Management Team must report to the Approval Authority any timeline changes for projects with budgets over \$250,000 in which the final project completion date is delayed by more than six months. The Management Team may ask jurisdictions that are not on track towards timely completion to return funds to the associated hub to fund the next-in-line project. All sub-recipient jurisdictions are required to meet the sub-recipient grant deadline provided by the Bay Area UASI Management Team Chief Financial Officer. If the State provides an extension on a grant performance period, the Management Team will pass this along to sub-recipient jurisdictions whenever possible to do so. If a jurisdiction is unable to meet the deadline provided as the sub-recipient performance period, the funds must be returned to the Management Team so that they can be reallocated elsewhere in the region to avoid having to return unspent funds to the State. The Sub-recipient Project Lead should immediately notify the Bay Area UASI Project Manager in the event they are unable to meet their deliverable due dates and specifications as approved in their MOU document.
- ***“Swapping”*** – When a jurisdiction needs to extend the timeline of an approved project beyond the sub-recipient performance period, that jurisdiction may request to “swap” funds with another approved project that can be completed by the jurisdiction within the grant effectiveness period. Such requests will be approved by the General Manager as long as there is a reasonable expectation that the funds can be spent as stated within the designated timelines. The Management Team will closely monitor projects per identified milestones.
- ***Project Timeline Change Requests for NCRIC*** – In April 2014, the Approval Authority approved a policy to permit the NCRIC to carryover funding allocations to future sub-recipient performance periods provided that this still falls at least three months before the end of the grant performance period provided by the State. The NCRIC will be required to keep the Bay Area UASI Management Team CFO apprised of funding sources and uses at all times. In addition, the NCRIC will be required to report the amount of its carryover balance to the Approval Authority when requesting additional future funding allocations. This exception was granted because of the unique situation and role of the NCRIC, and so that they may maintain a buffer for salaries against unforeseen changes in future grant allocations as well as engage in complex procurement processes that extend beyond twelve months.
- ***Project Budget Change Requests*** – The Management Team must bring any budget change for a project that exceeds \$250,000 to the Approval Authority for approval prior to the change. Within a grant project, the Bay Area UASI General Manager may reallocate funds up to a cumulative total of \$250,000. This authority allows the General Manager to add or

subtract from the original allocation up to the total amount of \$250,000. Any changes must be consistent with the original project goals and objectives as stated in the project proposal and/or FEMA requirements. The General Manager will report such reallocations to the Approval Authority on a biannual basis.

- ***Project Scope Changes*** – The Management Team will review project scope change requests for consistency with the original project goals and objectives as stated in the project proposal, the Bay Area Homeland Security Goals and Objectives, THIRA, and FEMA grant requirements. Requested changes that are not consistent with the above criteria will be denied in order to maintain compliance and fidelity to previously vetted and approved spending. The Management Team must report to the Approval Authority any project scope change for projects with budgets over \$250,000 that results in significant changes in key deliverables or stakeholders.
- ***Funding of “Next-in-Line” Projects*** – During the project “Identification” phase, hubs are asked to identify projects to be funded if and when additional funding becomes available in the course of the grant period. Funding may become available if a jurisdiction is unable/no longer interested in implementing project goals and objectives as originally stated and approved by the Approval Authority, or expenditures for a project are lower than originally budgeted. In both of these instances, jurisdictions are required to return the funds to the hub to fund projects “next-in-line” for funding. Projects should be funded in order of priority as funds become available. However, a hub may, by mutual agreement, decide to adjust the order or adjust the cost allocated to projects. In special cases, unused funds may be allocated towards new purposes within that same project when all of the following conditions are met as determined by the Management Team: (1) the original allocation was made to fund a part of a project and funding subsequently became available due to the fact that costs of the project were less than originally anticipated; (2) the new purposes are clearly defined in the original project proposal that had been vetted and approved by the Approval Authority.
- ***Appeal Process*** – The General Manager is granted discretion in approving project change requests as specified above. If a sub-recipient jurisdiction believes such discretion has been applied in a way that is not consistent with these guidelines, or is not in the spirit of fairness or effectiveness, he or she may seek to appeal the decision. Such an appeal should first be made directly to the General Manager and then, if still not resolved to the parties’ satisfaction, directly to the Approval Authority.

## Monitoring

The Bay Area UASI Management Team Project Managers are responsible for monitoring sub-recipients to determine effectiveness and efficiency of operations, reliability of reporting and recordkeeping, and compliance level. The WebGrants system is utilized to communicate with sub-recipients as to their progress meeting key milestones.

Key monitoring concerns of the Project Managers include the following:

- The status of execution of the project (Is the project on time and on budget? Have the items been ordered? Are there any issues in the procurement process?)
- The status of reimbursement requests (Have they been submitted?)
- Have grant requirements been met? (EHPs, performance bonds, job descriptions, etc.)

The Grants Management Unit accomplishes financial sub-recipient project monitoring through a combination of desk-based reviews and on-site monitoring visits. Monitoring involves review and analysis of financial, programmatic, performance and administrative issues, and identifies areas where technical assistance and other support may be needed. The sub-recipient is responsible for resolving any monitoring findings (i.e., findings of non-performance or non-compliance) in a timely manner by a corrective action plan and technical assistance in association with the Management Team. See Section VI “C. Sub-recipient Monitoring” for more information.

### Deliverable Quality Standards

The Sub-recipient Project Lead is ultimately responsible for project quality and outcomes. He or she must ensure that project deliverables are of high quality and meet specifications in the project documentation. He or she is responsible for providing oversight and management of professional services consultants and ensuring deliverable quality and timeliness. Payments to vendors should be structured by deliverable and should not be authorized by the contract holder until quality standards have been met by the vendor.

## **D. Close Out**

### Administrative Close Out

At project end, sub-recipient project leads are responsible for ensuring that electronic and hard copy project files are archived in an orderly and easily accessible fashion. The Management Team’s Grants Management Unit will work with sub-recipient jurisdictions as needed to make sure all sub-grant allocations are properly closed out. Please see Section VI (Grant Close Out) for information about the process.

### Document Retention

All sub-recipients are required to retain all documentation related to project implementation and expenses reimbursed under the Bay Area UASI for a period of three years after the close of the grant. This retention period will commence upon receipt of the final close-out letter by Cal OES. All records associated with Bay Area UASI projects must be made available to the Bay Area UASI Management Team, and financial records are also subject to review by the California Office of Emergency Services (Cal OES) and the Department of Homeland Security staff.

## Lessons Learned

For some projects, the Bay Area UASI Project Manager may prepare a “lessons learned” document or have a lessons learned discussion in the technical work group associated with the project. This would be useful for projects involving multiple stakeholders and jurisdictions and is key to improving similar work in the future. Some questions to consider include:

- Did the project achieve its outcomes/requirements as stated in the project documentation?
- What went well and why?
- What went wrong and why?
- What did we do about it?
- What else might we have done?
- What are lessons learned for future projects and teams?

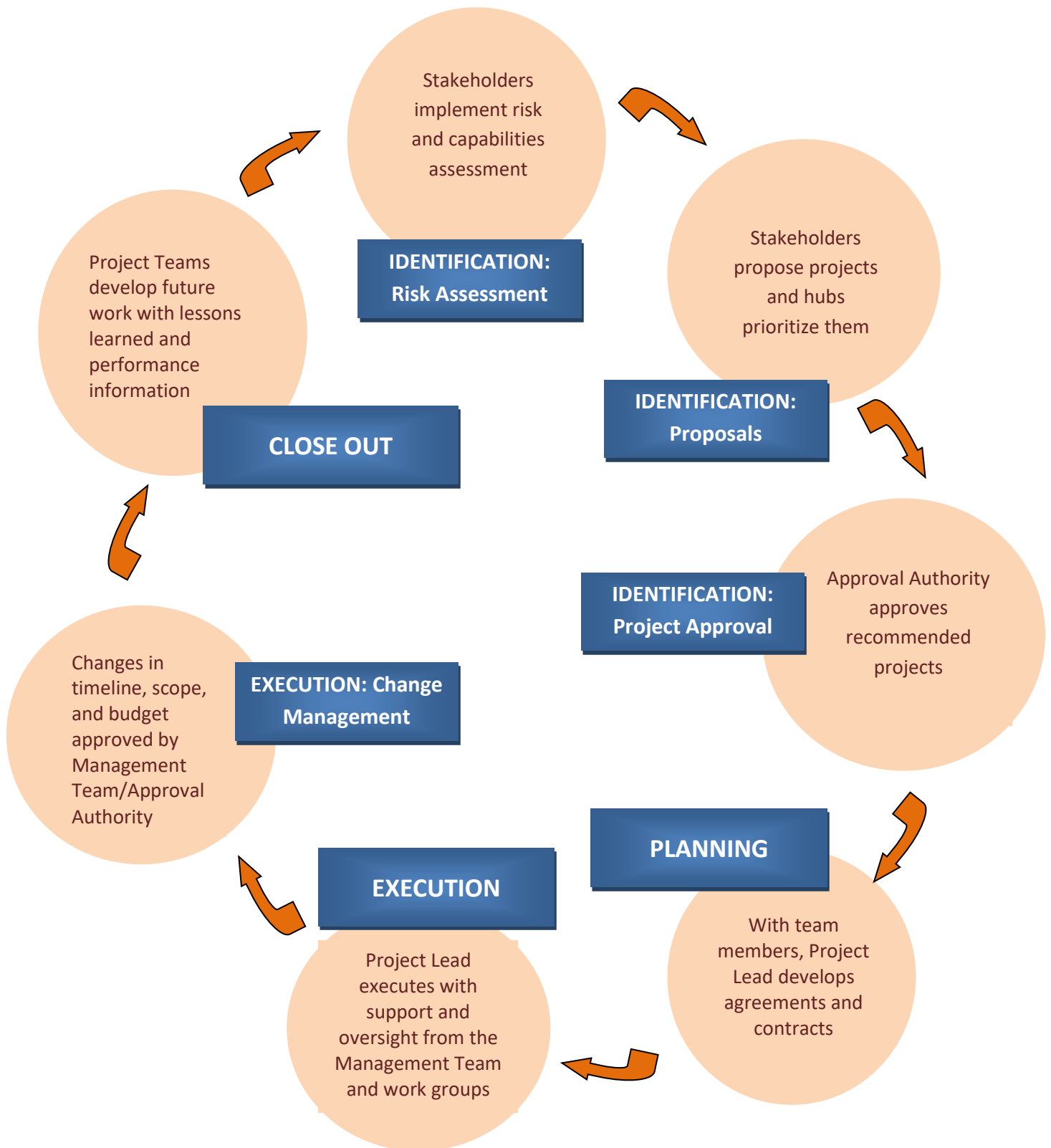
## Portfolio Evaluation

The Bay Area UASI uses information on portfolio performance and metrics to inform the next cycle of project identification. In 2013, the Bay Area UASI introduced over 700 specific performance measures within the Cal COP online system that are tied to FEMA’s core capabilities. This allows the region to locally define core capabilities and concretely track progress at the regional as well as at the level of each Operational Area and Core City. Please see the Capability Assessment Tool on the Bay Area UASI website for more information.

The Bay Area UASI has also analyzed the outcomes and effectiveness of its work through the Effectiveness Report, which was last issued in January 2014. This report evaluated how investments better position the Bay Area region to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other hazards.

Other efforts to evaluate the portfolio of Bay Area UASI projects include reviewing and analyzing After Action Reports (AAR) and improvement plans to determine whether we are enhancing capabilities and overall preparedness, as well as identifying multi-year training and exercise plans to assess and test capabilities. Exercises should be designed around testing and evaluating the region’s ability to prevent, protect against, mitigate, respond to and recover from the highest risk terrorism scenarios.

## G. Summary of the Project Cycle



**H. Summary of the Project Team**

	<b>Project Lead</b>	<b>Management Team Project Manager</b>	<b>Work Group</b>
	<i>The Project Lead is the person in charge of the project from the sub-recipient jurisdiction</i>	<i>The Bay Area UASI Project Manager has relevant subject matter expertise as well as grants management expertise</i>	<i>Each project is associated with a technical Work Group, which is comprised of regional subject matter experts</i>
<b>Planning</b>	<i>With team members, responsible for project planning, including inputting into the MOU agreement and vendor solicitations and contracts.</i>	<i>Helps complete the project information in the MOU agreement and provides support on deliverable planning and procurement as needed.</i>	<i>The Work Group may guide a Project Team in developing the project plan and the scope of work for any vendor solicitations and contracts.</i>
<b>Execution</b>	<i>Responsible for all aspects of project execution, including managing changes in budget, timeline, and scope; reports on progress to the Bay Area UASI Project Manager and, in some cases, Work Group.</i>	<i>Provides oversight and support to the Project Lead during implementation, and is the single point of contact for all project matters, including compliance and changes in budget, timeline, and scope.</i>	<i>The Work Group hears progress updates from the Project Lead and provides technical input during project execution.</i>
<b>Close Out</b>	<i>Encouraged to document lessons learned; works with the Management Team to close out sub-grant allocations per Cal OES specifications.</i>	<i>With the Project Lead, encouraged to document and discuss project lessons learned.</i>	<i>The Work Group applies lessons learned and inputs into portfolio evaluation and performance metrics to improve future project outcomes.</i>

## IV. COMPLIANCE

To successfully complete the grant process, every jurisdiction and agency receiving federal homeland security program funds must comply with the rules, laws, and guidelines that govern federal grant awards. The Bay Area UASI Management Team Grants Management Unit provides oversight of grant activities through a review of an organization's processes and supporting documentation to ensure compliance. This section includes a list of compliance requirements and forms.

### A. Policies and Procedures

The *Code of Federal Regulations Title 2 (2 CFR) Part 200 Subpart D, Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards* describes post award requirements for grantees and sub-recipients. These requirements include: performance measurement, financial management, and internal controls (among others). In order to ensure compliance with grant guidelines, each Bay Area UASI sub-recipient agency is required to develop and maintain a written policies and procedures manual that can be provided upon request to the Grants Management Unit. This manual should describe in detail the requirements as well as monetary thresholds for obtaining approvals to expend grant funds. All local policies and procedures are to be followed as long as they do not conflict with federal regulations or guidelines.

In addition to a policies and procedures manual, all sub-recipient jurisdictions should develop and maintain a written fraud policy. In Section II (Roles and Responsibilities) of this document, Item F defines fraud and provides information on what should be included in this policy.

### B. Required Forms

Under certain circumstances, sub-recipients may be required to submit forms to the Bay Area UASI Management Team and receive state and/or federal approval prior to beginning the purchasing process. The following forms – Controlled Equipment Request, Environmental and Historic Preservation, Aircraft, Watercraft, EOC, and Sole Source – can all be downloaded from the Bay Area UASI website ([www.bayareauasi.org](http://www.bayareauasi.org)) and are to be completed and submitted to the pertinent Bay Area UASI Project Manager for submission to Cal OES. The Bay Area UASI Project Manager will support the sub-recipient jurisdiction in identifying and completing required compliance requirements.



## Controlled Equipment Request

As part of the implementation of *Executive Order 13688: Federal Support for Local Law Enforcement Equipment Acquisition*, issued January 16, 2015, the *Recommendations Pursuant to Executive Order 13688* collectively established a Prohibited Equipment List and a Controlled Equipment List and identified actions necessary to improve federal support for the appropriate acquisition, use, and transfer of controlled equipment by state, local, tribal, territorial, and private grant recipients. Information Bulletin #407a provides current guidance regarding the requirements when applying for, expending grant funds, or using grant-funded controlled equipment and is applicable to all grants awarded by DHS/FEMA on or after October 1, 2015 (beginning with FY 16 grants).

The *Prohibited List* identifies categories of equipment that recipients are prohibited from acquiring using federally provided funds or via transfer from federal agencies, and includes: tracked armored vehicles, weaponized aircraft, vessels, and vehicles of any kind, firearms of .50-caliber or higher, ammunition of .50-caliber or higher, grenade launchers, bayonets, and camouflage uniforms used for urban settings.

The *Controlled Equipment List* identifies categories of equipment that may still be acquired through federal assistance programs. However, additional controls have been imposed on the acquisition, use, and transfer of this equipment. The list includes: manned fixed and rotary wing aircraft, unmanned aerial vehicles, armored vehicles, wheeled vehicles (both tactical and command and control), and specialized firearms and ammunition under .50-caliber (excluding firearms and ammunition for service-issued weapons), explosives and pyrotechnics, breaching apparatus (e.g. battering ram, similar entry device), riot batons (excluding service-issued telescopic or fixed-length straight batons), and riot shields.

Although the Executive Order speaks directly to Law Enforcement Agencies (LEA), FEMA will apply the same requirements and conditions to all controlled equipment regardless of the agency's affiliation. As described below, the requesting agency will be required to submit FEMA form #087-0-0-1 and receive approval prior to the ordering of the equipment. The form must include the following information:

1. A “*clear and persuasive explanation demonstrating the need for the controlled equipment and the purpose that it will serve.*”
2. A current inventory of controlled equipment acquired through federal programs, pending applications for controlled equipment, previous denials for controlled equipment, and any finding of violations of federal civil rights statutes or programmatic terms involving controlled equipment.
3. Certification that the entity has adopted, or will adopt prior to acquiring controlled equipment, applicable policies and protocols, meets the training requirements, and will adhere to the records keeping requirement and after action report requirements. The entity must also certify that they will abide by all applicable federal, state, local, and tribal laws, regulations, and programmatic terms and conditions.



4. Defined policy and protocol requirements that specifically govern the appropriate use of the equipment, the supervision of use of the controlled equipment, an effectiveness evaluation, auditing and accountability, and transparency and notice considerations.
5. Conduct technical proficiency training, scenario-based training, training on Civil Rights and Liberties, and (specifically for LEAs) general policing standards training. These general policing standards must include: community policing, constitutional policing and community input and impact considerations.
6. A commitment to collect and retain all documentation concerning controlled equipment used during a “Significant Event” which will be used for an After Action Review
7. A commitment to maintain a record of Policies and Protocols, Training Records, and After Action Reviews

**Small, Unmanned Aerial Systems** – There are additional requirements for Small, Unmanned Aerial Systems (more commonly known as “drones”). To request the purchase of a drone, additional policies and procedures must be in place to safeguard individuals’ privacy, civil rights, and civil liberties as described in the Presidential Memorandum: “*Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems*”, issued February 20, 2015.

**Regional Capability** – If the controlled equipment provides regional or multi-jurisdiction capability, all entities in the regional sharing agreement must meet all policy and protocol, training, and documentation requirements.

**Disposition of Controlled Equipment** – Prior to the disposition of controlled equipment, recipients must request disposition instructions from FEMA, consistent with the terms of 2 *CFR Part 200* and the grant award agreement. All applicable terms must be met when disposing of controlled equipment.

**Transfer of Controlled Equipment** – Controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred without written permission from FEMA. FEMA will, on a case by case basis, determine whether to allow the transfer of controlled equipment. The use of controlled equipment under an MOU or other regional sharing agreement does not constitute a transfer of controlled equipment.

**Violations of Use of Controlled Equipment** – FEMA may take appropriate action according to 2 *CFR Part 200* for violations of any federal statutes, regulation of the terms, and conditions of the award related controlled equipment (e.g. failure to adopt required protocols, unauthorized transfers). All alleged violations of law involving grant-funded, controlled equipment, including civil rights laws, will be cause for referral to FEMA’s Office of Civil Rights (OCR), DHS’ Office of Civil Rights and Civil Liberties, other appropriate compliance offices, or the U.S. Department of Justice for investigation.

## Environmental & Historic Preservation (EHP)

Federal environmental and historic preservation laws and executive orders provide the basis and direction for the implementation of EHP review requirements for FEMA-funded projects. As described below, the purchase of certain equipment and the conduct of field-based training or exercises trigger the need for an EHP review. Moreover, EHP approval is required prior to either the ordering of equipment or the conduct of any training or exercise.

All equipment must have an Authorized Equipment List (AEL) number in order to be eligible for grant funding. The most current FEMA AEL list can be found on the FEMA website: <https://www.fema.gov/authorized-equipment-list>. For each item that may have an EHP requirement, column E will indicate: “Environmental Planning and Historic Preservation (EHP)”. This EHP requirement is only applicable if the equipment is not portable. Should the equipment be portable, an EHP will not be required. For training classes, only field-based training classes require submission. For exercises, only field-based exercises require the submission of an EHP.

In order to complete the EHP Form, sub-recipient project leads will work with their respective Bay Area UASI project manager to answer the pertinent questions. The form must include a brief, clear description of the project. If equipment is being purchased, the equipment quantity must be included and if the equipment is to be installed, aerial and ground level photographs are also required. If the EHP is for training or exercise, the physical location of the site (including longitude and latitude) must be provided. Approval must be received by Cal OES prior to purchasing equipment, or conducting the training or exercise.

## Aircraft Form

If a sub-recipient jurisdiction is purchasing an aircraft or any equipment item that attaches to an aircraft, the Aircraft Form must be completed, submitted, and approved prior to ordering the equipment. To complete this form, the Sub-recipient Project Lead works with their respective Bay Area UASI project manager. The Aircraft Form requires:

- A brief, clear description of the area that will be served by the requested equipment;
- A description of the equipment, quantities, and AEL numbers;
- A justification of need and how this purchase compares to other options;
- Identification of the applicable goals and objectives in the Bay Area UASI Goals and Objectives document;
- How this equipment fits into the State/Urban Area's integrated operational plans;
- An explanation of the types of terrorism response and prevention equipment included;
- A description of how the aircraft will be used operationally;
- A description of the use of the aircraft on a regular, non-emergency basis; and
- A signed letter on agency letterhead certifying that an existing aviation unit is operating and will continue to operate independent of the requested funding; including: a description of the active, operating aviation unit and certification that no expenses will be charged

against the grant award for the operation of such aviation unit; and certification that licensing, registration fees, insurance, and all ongoing operational expenses are the agency's responsibility and are not allowable under the grant.

### Watercraft Form

If a sub-recipient is purchasing a watercraft or any equipment item that attaches to the watercraft, the Watercraft Form must be completed, submitted, and approved prior to ordering the equipment. To complete this form, the Sub-recipient Project Lead works with their respective Bay Area UASI project manager. The Watercraft Form requires the following elements:

- Brief, clear description of the area that will be served by the requested equipment;
- Description of the equipment, quantities, and AEL numbers;
- Justification of need and how this purchase compares to other options;
- A description of the active, operating waterway patrol unit;
- Identification of the applicable goals and objectives in the Bay Area UASI Goals and Objectives document;
- How this equipment fits into the State/Urban Area's integrated operational plans;
- How the waterway has been identified as a critical asset requiring state and/or local prevention and response capabilities;
- How the requested watercraft fits into the State/Urban Area's integrated operational plans and vulnerability assessment;
- Types of terrorism incident response and prevention equipment (including any specialized navigational, communications, safety, and operational equipment);
- How the watercraft will be used operationally;
- The use of the watercraft on a regular, non-emergency basis; and
- A signed letter on agency letterhead certifying that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.

### Emergency Operation Center (EOC) Form

If a sub-recipient is establishing or enhancing either its primary EOC or an alternate EOC, the EOC Request Form must be completed, submitted, and approved prior to ordering the equipment. To complete this form, the Sub-recipient Project Lead works with their respective Bay Area UASI project manager. The EOC Form has the following required elements:

- Physical address of the facility;
- How the establishment/enhancement of this EOC improves the organization's ability to prevent, plan for, respond to, and recover from a terrorism event;
- All sources and uses of additional funds that are assisting the project in any way;
- Itemized breakdown of equipment by AEL number and cost; and
- Justification that the costs requested for the EOC are reasonable.

## Sole Source Request Form

The *Code of Federal Regulations Title 2 (2 CFR) 200.88 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* provides guidance for procurement using federal funds. In the case of sole source procurement, sub-recipient jurisdictions may follow their local requirements for procurement under \$150,000 as long as they do not violate any federal regulation.

However, if a sub-recipient jurisdiction wishes to make a sole source purchase over \$150,000, the Sole Source Request Form must be completed, submitted, and approved prior to expending funds. To complete this form, the Sub-recipient Project Lead works with their respective Bay Area UASI project manager to complete the form. The Sole Source Request Form requires the following:

- Brief, clear description of the proposed project or activity to be provided by the sole source vendor/contractor;
- Description of their agency's standard procedures when sole source contracting is considered;
- Why a sole source is needed (i.e., only available from one source, a public urgency or emergency, or only one bid received);
- Assurance that the contractor is not suspended or debarred;
- Guarantee that the funds can be spent prior to the end of the grant performance period; and
- Justification that costs are reasonable.

In addition, the sub-recipient jurisdiction must submit a cost benefit analysis as part of the Sole Source Request Form. This should include specific financial information and analysis that shows the financial benefit of the purchase to the agency. Examples of pertinent information in a cost benefit analysis may include information such as: savings involving personnel and staffing requirements; training cost savings as a result of interoperable equipment; or needing to make multiple purchases to otherwise obtain the same result with the requested item. The cost benefit analysis should not include information that is not pertinent to the financial analysis (i.e. safety benefits to the staff).

### **C. Performance Bonds**

Many sub-recipient jurisdictions are unable to procure large equipment items with homeland security grant funds due to the fact that vendors are frequently unable to deliver such items within the federal grant period. To help address this issue and allow sub-recipients to be able to procure large equipment items with homeland security grant funds, FEMA allows sub-recipients to obtain a "performance bond."

To obtain a performance bond, the sub-recipient jurisdiction pays for the equipment item up front (upon receiving a valid vendor invoice prior to the stipulated delivery date) and receives an

assurance from the vendor that the item will be delivered within 90 days of the State's performance period. The performance bond, therefore, acts as an insurance policy for the sub-recipient jurisdiction. Upon payment of the equipment cost and the performance bond, the sub-recipient jurisdiction may seek reimbursement from the Bay Area UASI Management Team, rather than having to wait to seek reimbursement until after the delivery of the equipment.

Per the California State Supplemental Guidance, sub-recipients must obtain a performance bond for any equipment item over \$250,000 or any vehicle, aircraft, or watercraft financed with homeland security dollars. Sub-recipient project leads should work with their respective Bay Area UASI project manager to determine the exact date that must be used in the performance bond. The cost of a Performance Bond is typically 1-3 % of the cost of the item.

#### **D. Travel**

If a sub-recipient jurisdiction requests funding for travel, the Bay Area UASI Travel Policies and Procedures Manual is to be followed (See Section VII of this Manual). Sub-recipient project leads should consult with their Bay Area UASI project manager and must provide adequate written justification and documentation. All travel must fall within the intent of the overall travel policy. To be in compliance with the Bay Area UASI Travel Policy, all travel requires a written request and approval by the requestor's direct supervisor and the Bay Area UASI General Manager. If the request is for travel for a national association or board, a written request must be submitted to, and approved by, the Bay Area UASI Approval Authority. Lastly, if the request is for travel to a non-continental US destination or for international travel, a written request and approval must be submitted to, and approved by, the Bay Area UASI Approval Authority, the Bay Area UASI General Manager, Cal OES, and FEMA. The international travel process takes over six months and requires extensive documentation.

#### **E. Match**

Cost sharing or matching means that a portion of the costs of a federally assisted project or program is borne by the sub-recipient and not by the federal government. In order to meet a cost share or match requirement, sub-recipient jurisdictions must provide either cash or in-kind contributions. In order for matching funds to be eligible, only allocable and allowable costs under the appropriate costs principles and program eligibility requirements are allowed. Further, they must have been expended within the performance period of the award and provide direct support for the program or project for which the funds were awarded. All matching funds must be supported by source documentation and cannot have been included as a cost or used to meet cost share or match requirements for another federal award unless authorized by statute. Lastly, any matching funds must be treated on a consistent basis by the sub-recipient.

## **F. Grant Extensions**

There have been significant congressional concerns over unspent federal homeland security grant funds. Currently, the performance period of homeland security grants is three years and FEMA will only approve extension requests due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the grant recipient with vendors or sub-recipients prevent the completion of the project within the existing Period of Performance;
- The project must undergo a complex environmental review that cannot be completed within this timeframe;
- Projects are long-term by design and therefore acceleration would compromise core programmatic goals; and
- Where other special circumstances exist.

If an extension request is warranted, sub-recipient jurisdictions should first contact their Bay Area UASI Project Manager. If approved at the Bay Area UASI level, a request will be sent by the UASI Management Team to Cal OES for approval. Sub-recipients will be notified of the State's decision when it has been received by the UASI Management Team.

## V. PROCUREMENT

Procurement includes hiring, purchasing of supplies, and soliciting for professional services. The Bay Area UASI Management Team has responsibility for oversight of procurement processes that utilize federal funds received by the Bay Area UASI. The Grants Management Unit of the Management Team ensures compliance with federal laws, regulations, executive orders, departmental policy, award terms and conditions, and state and local requirements.

When a jurisdiction is the sub-recipient of award funds, the sub-recipient is responsible for procurement processes and should use procurement procedures and regulations from that jurisdiction, provided these procurement procedures and regulations conform to applicable federal law and standards.

In cases when a project does not include sub-recipient funding, all procurement processes are the responsibility of the Bay Area UASI Project Manager, working in partnership with the Grants Management Unit. Such procurements are conducted per the policies and procedures of the City and County of San Francisco as the Bay Area UASI fiscal agent.

### A. Types of Agreements

The Bay Area UASI Program, through the Grants Management Unit, administers three types of contracting agreements:

- ***Memoranda of Understanding (MOU)*** – This is an agreement between the City and County of San Francisco, in its capacity as the fiscal agent for the Bay Area UASI, and a sub-recipient jurisdiction. This document is a requirement when a jurisdiction is a sub-recipient of federal award funds.
- ***Letters of Agreement (LOA)*** – This is an agreement between the Bay Area UASI, acting by and through the Bay Area UASI Management Team, and another department within the City and County of San Francisco.
- ***Professional Services Contract*** – This is an agreement between the City and County of San Francisco and a vendor for services that require advanced specialized knowledge or expertise.



## B. Content of the MOU/LOA

MOUs and LOAs consist of the following sections:

- ***Boilerplate Agreement***

The boilerplate of an MOU contains the following twelve articles:

- Article 1 – Definitions
- Article 2 – Allocation and Certification of Grant Funds; Limitation on San Francisco’s Obligations
- Article 3 – Performance of the Agreement
- Article 4 – Reporting Requirements; Audits
- Article 5 – Representations and Warranties
- Article 6 – Indemnification and General Liability
- Article 7 – Events of Default and Remedies; Termination for Convenience
- Article 8 – Assignments
- Article 9 – Notice and Other Communications
- Article 10 – Miscellaneous
- Article 11 – Insurance
- Article 12 – Compliance

The boilerplate of an LOA contains the following two articles:

- Article 1 – Performance of the Agreement
  - Article 2 – Notices and Other Communications
- ***Appendix A*** – “Authorized Expenditures and Timelines,” which details information by solution area (Planning, Organization, Equipment purchase, Training, and Exercises–POETE), program description, deliverable due date, and amount. See next section, “C. Appendix A – Authorized Expenditures and Timelines,” for more information on allowable costs and requirements for reimbursement.
  - ***Appendix B*** – “Grant Assurances,” which outlines compliance requirements and the sub-recipient’s obligations under the grant. Each page of this document must be initialed and signed by an authorized agent. See the template in Section VII.
  - ***Appendix C*** – “Form of Reimbursement Request,” which must be submitted to the Bay Area UASI Management Team when requesting reimbursement along with Schedule 1 (list of authorized expenditures) and Schedule 2 (grant match documentation, if applicable). See the template in Section VII. Grant match documentation must include all cash appropriations of non-federal funds and all in-kind services (in dollar values) that the sub-recipient intends to use for its grant match. The sub-recipient may not submit a reimbursement request until the Grants Management Unit approves the grant match plan.



## C. MOU/LOA Appendix A - Authorized Expenditures and Timelines

All allowable UASI sub-grant award expenditures must fall into one of five solution areas: Planning, Organization, Equipment purchase, Training, and Exercise (POETE). The MOU/LOA Appendix A template can be found in Section VII of this manual.

### Planning

The MOU/LOA obligations regarding planning include:

- **Personnel** – Prior to any sub-recipient expenditures for personnel, sub-recipients must submit completed job descriptions to the Bay Area UASI Project Manager detailing the planning activities the personnel will complete and the deliverables that will be produced. Prior to reimbursement, the sub-recipient must submit the following: all functional time sheets or allocation plans, payroll documentation or cancelled checks showing payment of salaries and benefits, and work product or certification that work was completed.
- **Contracts** – All contracts must comply with the contracting laws and best practices of their jurisdiction. See “Approval of Vendor Solicitations and Contracts” under “B. Planning” in Section III on the project cycle above for more information on criteria that should be met and Section IV (Sole Source Request Form) as appropriate.
- **Travel** – Travel for planning activities must be pre-approved by the UASI General Manager or designee prior to scheduling, per the Bay Area UASI Travel Policy (see Appendix E) and Section IV (Travel) above. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, and proof of payment.

### Organization

Eligible organization expenses that must be documented in the MOU/LOA include:

- Program management;
- Responding to an increase in the threat level under the Homeland Security Advisory System or needs resulting from a National Special Security Event;
- Establishing, enhancing, and staffing state and major urban area fusion centers;
- Development of whole community partnerships through groups such as Citizen Corps Councils;

- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- Paying salaries and benefits for personnel to serve as qualified intelligence Analysts; and
- Paying related Overtime and Operational Overtime costs.

### Equipment

The MOU/LOA obligations for equipment include:

- As allowable under federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing.
- At a minimum, more than one quote or bid must be obtained, unless a sole source is justified (see Section IV- Sole Source Request Form- above). If sole source approval is needed, the Sub-recipient Project Lead must transmit the request to the Bay Area UASI Project Manager for submission to the State. Such approval must be received prior to the purchase of the equipment.
- EHP approval, if required (see Section IV- EHP Form- above). If not previously identified, such a requirement will be conveyed by the Bay Area UASI Project Manager to the Project Lead during the project planning stage. When such an approval is required, the Project Manager will work with the Project Lead to complete the form.
- A performance bond for any aircraft, watercraft, or vehicle as well as any individual equipment item in excess of \$250,000 is required.
- Prior to reimbursement, the sub-recipient must submit to the Grants Management Unit all invoices, Authorized Equipment List (AEL) numbers, Controlled Equipment, EHP, Aircraft, Watercraft, EOC, or Sole Source approval letters, and a list of all equipment identification numbers and the deployed locations.
- When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Homeland Security/Federal Emergency Management Agency, the Bay Area UASI must be notified and will request instructions from Cal OES on the proper disposition of the equipment.
- In the case of Controlled Equipment (see Section IV B- Controlled Equipment Requests- above), all such purchases must remain in the possession of the original sub-recipient jurisdiction and may not be transferred without written permission from the UASI

Management Team. Should a transfer of equipment be requested, the UASI Management Team will contact Cal OES who will seek written permission from FEMA. A decision to allow a requested transfer of equipment will be made by FEMA on a case by case basis.

## Training

The MOU/LOA obligations for training include:

- All training courses must be pre-approved by Cal OES. If the training should be field-based, EHP approval is required (see Section IV- EHP Form- above).
- Training course expenses may include backfill/overtime, travel, tuition, per diem or other grant eligible expenses.
- When seeking reimbursement for grant eligible expenses, the sub-recipient must submit the following:
  - Completed financial management workbook training ledger page indicating course title, feedback number, and sub category (e.g., overtime, backfill, course development);
  - Copy of the EHP approval letter (as applicable);
  - Registration receipts and agendas; and
  - Copies of participant sign in sheets and certificate of completion.

## Exercise

The MOU/LOA obligations for exercise include:

- All field-based exercises and associated sites require EHP approval.
- Exercise expenses may include backfill/overtime, travel, tuition, per diem or other grant eligible expenses.
- When seeking reimbursement for grant eligible expenses, sub-recipients must submit the following:
  - Completed financial management workbook exercise ledger page indicating exercise title and sub category (e.g., overtime, backfill, course development);
  - Copy of EHP approval letter (as applicable);
  - Copy of After Action Report (due to Cal OES no later than 90 days after the exercise; and
  - Copies of participant sign in sheets.

## D. Executing the MOU

It takes approximately three months for an MOU to be drafted and approved, but may take longer depending on the workload of the participating parties, the complexity of the document, and especially the length of time it takes to get the agreement calendared for approval at local boards and city councils. The following is a sample process and timeline for MOU agreements. This applies both to MOUs drafted for the first time as well as modifications to existing agreements.

1. ***Drafting of Appendix A*** – The Bay Area UASI Grants Management Unit drafts the Appendix A of the agreement in close cooperation with the sub-recipient jurisdiction – (10 working days).
2. ***Grants Management Unit Review*** – The Grants Management Unit reviews and approves the Appendix A from a compliance perspective as well as compiles required documentation for the agreement, such as the boilerplate language and other appendices – (5 working days).
3. ***Sub-recipient Signature*** – The Grants Management Unit PDFs the document and sends it to the sub-recipient jurisdiction for signature. Typically, jurisdictions will calendar the MOU for approval at a board or city council meeting which can take several weeks – (30 – 60 working days).
4. ***City Attorney Signature*** – Once two original MOUs signed by the sub-recipient are returned, the Grants Management Unit sends the documents to the City and County of San Francisco City Attorney for signature – (5 working days).
5. ***DEM Signature*** – Once signed by the City Attorney, the Grants Management Unit sends the agreement to the Executive Director of the City and County of San Francisco Department of Emergency Management (DEM) for signature – (5 working days).
6. ***Final Project Approval*** – The agreement is now finalized, and projects may now be reimbursed for expenses incurred during the time period specified in the MOU agreement.

## E. Modifications to the MOU

Sub-recipients should immediately notify the Bay Area UASI Project Manager in the event they may not be able to meet their deliverable due dates and specifications as approved in their MOU document. Sub-recipient jurisdictions may request changes to project timeline, scope, and budget via the Project Change Request Form in WebGrants (see “Change Management” under “Execution” in Section III above). When such changes are approved and affect the final end date or overall amount of funding included in the MOU, the MOU must go through a formal amendment process, detailed in the section above. In all other instances of changes to the MOU, an approved

Project Change Request Form will generate a Modification Notice detailing the approved revisions in the MOU, which must be signed by the General Manager or designee, City and County of San Francisco City Attorney, and the relevant sub-recipient jurisdiction to indicate agreement to the revisions.

Per the timeline above, an MOU modification request takes roughly three months to process and could take longer depending on the workload of applicable parties, the complexity of the document, the proposed changes, and length of time needed to calendar the approval before local boards and city councils. Sub-recipients should not expend funds until the MOU agreement has been formally updated and signed.

## **F. Cal OES Assurances and Certifications**

The California Office of Emergency Services (Cal OES) is required by law to obtain written certification of compliance. It requires the Bay Area UASI to submit the Certification of Assurance of Compliance Form. This form is a binding affirmation to comply with:

- State and federal civil rights laws;
- Drug Free Workplace Program;
- California Environmental Quality Act;
- Federal grant fund requirements;
- Lobbying restrictions;
- Debarment/suspension requirements; and
- Proof of Authority from the city council/governing board.

Similarly, the Bay Area UASI Management Team requires sub-recipient jurisdictions to sign grant assurances for the items listed above and other statements as outlined in the Appendix B (Grant Assurances) of the MOU/LOA. See template in Section VII.

## **G. San Francisco Procurement Process for Professional Services Contracts**

In cases in which a project does not include sub-recipient funding, all procurement processes are the responsibility of the Bay Area UASI Management Team Project Manager, working in partnership with the Grants Management Unit. In such instances, procurement is conducted according to the policies and procedures of the City and Country of San Francisco as the Bay Area UASI fiscal agent.

These general rules apply under San Francisco's procurement process for professional services contracts:

- **Contract amount of \$0 - \$10,000** – No solicitation is required. However, grant guidelines require some type of comparative pricing.
- **Contract amount over \$10,000 but less than \$110,000** – Informal solicitation required. The Project Manager must informally solicit bids. Ideally, at least three bids should be collected and evaluated by the Project Manager.
- **Contract amount of \$110,000 or more** – Formal solicitation is required. The Project Manager must follow the rules and procedures of a formal solicitation process as described next.

Additionally, the Bay Area UASI Management Team must seek review and approval from the San Francisco Civil Service Commission in cases in which a contract amount is \$50,000 and following San Francisco procurement policies and procedures.

There are two main instruments used in the procurement of professional service contracts:

- **RFP (*Request for Proposals*)** – An RFP process evaluates specific proposals that perform a specific service. The highest scoring proposal wins the opportunity to negotiate a contract.
- **RFQ (*Request for Qualifications*)** – An RFQ evaluates qualifications (e.g., resumes, references, etc.) to establish whether proposers are qualified to perform the requested services and establishes such qualifications for a duration limited to two years. During this time, the City and County of San Francisco may enter into contract negotiations with any qualified firm for services specified within the original RFQ.

The Bay Area UASI Management Team, on behalf of the City and County of San Francisco, will advertise the RFP/RFQ opportunity on the San Francisco Office of Contract Administration website (<http://mission.sfgov.org/OCABidPublication/>) and the Bay Area UASI website. Once the proposal submission deadline has occurred, the Management Team will convene a panel comprised of regional subject matter experts to evaluate and vet the proposals. The panel will choose the best respondent and the Bay Area UASI Project Manager will lead negotiations with the winning respondent to develop the professional services contract. See “Approval of Vendor Solicitations and Contracts” under “B. Planning” in Section III on the project cycle above for details on requirements that must be met in the solicitation, selection, and negotiation/contract stage of contract development.

All vendors who do business with the City and County of San Francisco must also obtain a vendor number, submit a federal W-9 form, and provide a San Francisco P-25 Business Tax Declaration. They must also meet the City’s Equal Benefits Ordinance, Minimum Compensation Ordinance, and Healthcare Accountability Ordinance.

In the City and County of San Francisco, a sole source request must be made to the Office of Contract Administration/Purchaser's Office if any of the following apply:

- The commodity or service is only available from one source;
- There is only one vendor willing to enter into a contract with San Francisco;
- The item has design and/or performance features that are unique and essential to San Francisco's needs; and/or
- The product is a licensed or patented good or service that limits its availability.

An approval from Cal OES is also required for sole source processes using federal funds administered by the Bay Area UASI in amounts over \$150,000.

## **H. Federal Procurement Guidelines**

When a jurisdiction is the sub-recipient of award funds, the sub-recipient is responsible for procurement processes and may use their own procurement procedures and regulations, provided these conform to applicable federal law and standards. Sub-recipient jurisdictions are responsible for reviewing *2 CFR §200.317-326 Procurement Standards*.

This section of the Uniform Guidance highlights the following due diligence requirements when procuring commodities/services with federal funds:

- Conduct reasonable cost/price analysis;
- Encourage the use of federal excess and surplus property;
- Reach out to Minority/Women Enterprise;
- No geographical preference allowed;
- Maintain full and open competition;
- Do not preclude vendors or conduct restrictive competition;
- Maintain written code of contracting standards;
- Include processes for hearing protests and disputes;
- No conflict of interest in selection process; and
- Maintain records to detail the history of procurement.

This section also identifies different types of procurement processes:

1) Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold, currently at \$3,500.

2) Procurement by small purchase procedure is a relatively simple and informal procurement method for securing services, supplies, or other property that doesn't cost more than the Simplified Acquisition Threshold of \$150,000.

3) Procurement by sealed bid is when bids are publicly solicited and awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

4) Procurement by competitive proposal involves a method for evaluating all proposals and awarding to the firm whose proposal is most advantageous to the program, when price and other factors are considered.

5) Procurement by noncompetitive proposal (sole source) is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-federal entity; or
- After solicitation of a number of sources, competition is determined inadequate.



## **VI. FINANCIAL MANAGEMENT**

The City and County of San Francisco serves as the fiscal agent for the Bay Area UASI through a resolution recognizing this fiduciary role, passed by the Board of Supervisors of the City and County of San Francisco. This allows the Bay Area UASI Management Team, functioning as a separate arm of the San Francisco Department of Emergency Management, to execute projects with the upfront financial support of the City and County of San Francisco with reimbursement coming back to the City and County. The San Francisco Controller's Office, City Attorney's Office, and Office of Contract Administration provide fiscal, legal, and contract program support to the Bay Area UASI.

The Bay Area UASI Management Team's Grants Management Unit has responsibility for financial management of federal funds received by the Bay Area UASI. The Grants Management Unit is responsible for the administration of federal grant awards to ensure compliance with federal laws, regulations, executive orders, departmental policy, award terms and conditions, and state and local requirements. The Grants Management Unit must also make certain all activities carried out under the Bay Area UASI grant program are reasonable and allowable, and maintain complete and accurate records of all program activities.

### **A. Grant Award**

A grant award letter, when signed by the Director or designee of the California Office of Emergency Services (Cal OES), becomes a "Grant Award" which contains the terms and conditions of the grant. The Grant Award Letter is an agreement between Cal OES and the Bay Area UASI. All projects funded from the Grant Award must conform to the agreement as specified. Failure to do so may result in the withholding or disallowance of grant payments on current or future Cal OES grants, the reduction or termination of the Grant Award, and/or the denial of future Grant Awards. The Bay Area UASI must comply with all applicable federal/state laws and regulations.

### **B. Post-Award**

As a condition of accepting federal funding, the Bay Area UASI is required to maintain an accounting system and financial records to accurately account for awarded funds. These records include both federal funds and all appropriate matching funds. The Bay Area UASI Management Team, through its Grants Management Unit, is responsible for all aspects of this, including proper accounting and oversight of financial recordkeeping by all sub-recipients. Responsibilities

include: the accounting of receipts and expenditures, cash management, maintenance of adequate financial records, and refunding expenditures disallowed by audits.

### Accounting Responsibilities

The Bay Area UASI Grants Management Unit and sub-recipient jurisdictions have the following accounting responsibilities:

- ***Reviewing Financial Operations*** – The Grants Management Unit must be familiar with, and periodically monitor, its sub-recipients’ financial operations, records, systems, and procedures. Particular attention is directed to the initial risk assessment and to the maintenance of current financial data.
- ***Recording Financial Activities*** – The Grants Management Unit and sub-recipients must record in summary form the sub-recipient’s award or contractual obligation as well as cash advances and other financial activities. Sub-recipients should record expenditures or evidence them by report forms duly filed to the Grants Management Unit. Non-federal contributions applied to programs or projects by sub-recipients should likewise be recorded by sub-recipients, as should any program income resulting from program operations. All financial records must validate expenditures related to the respective sub-recipient grant(s).
- ***Budgeting and Budget Review*** – The Grants Management Unit must ensure that each sub-recipient prepares an adequate budget on which its award commitment will be based. The detail of each project budget should be maintained on file by both the sub-recipient and the Grants Management Unit.
- ***Accounting for Non-federal Contributions*** – The Grants Management Unit and sub-recipients must ensure that the requirements, limitations, and regulations pertinent to non-federal contributions are applied.
- ***Audit Requirements*** – The Grants Management Unit must ensure that sub-recipients have met necessary audit requirements.
- ***Reporting Irregularities*** – Sub-recipients must promptly notify the Bay Area UASI Management Team, who in turn will notify the state and the federal cognizant audit agency, of any illegal acts or irregularities and of proposed and actual actions, if any. Illegal acts and irregularities include conflicts of interest, falsification of records or reports, and misappropriation of funds or other assets. Should the Bay Area UASI Management Team become aware of any criminal activity related to federal assistance, these criminal acts should be reported to the appropriate law enforcement agency. Please see the fraud policy included in Section II of this Manual for more information.

- ***Debarred and Suspended Organizations*** – The Bay Area UASI and its sub-recipients must not award or permit any award at any level to any party that is debarred or suspended from participation in federal assistance programs.
- ***Bonding*** – The Bay Area UASI may require adequate fidelity bond coverage where the sub-recipient lacks sufficient coverage to protect the federal government’s interest (see 2 *CFR 200.427*).
- ***Risk Assessment*** – The Bay Area UASI, as a pass through entity for homeland security grant funds, has certain requirements regarding the assessment of sub-recipient financial risk. As defined in 2 *CFR 200.331*, these requirements follow the federal framework for evaluating these potential financial risks and have certain criteria as defined in Section C below (Sub-recipient Financial Monitoring).

### Grant Accept and Expend

For grants that are not included in the City and County of San Francisco’s Annual Appropriation Ordinance (AAO) or gifts in amounts of \$100,000 or greater, special grant accept and expend processes must be followed in order to obtain spending authority from the San Francisco Board of Supervisors. In such circumstances, the Bay Area UASI must submit an Accept and Expend Resolution. Legislation in the form of an ordinance amending the San Francisco Annual Salary Ordinance (ASO) must be submitted if new positions are being created.

### Financial System and Structure

The City and County of San Francisco’s PeopleSoft provides an accounting and internal administrative control system for Bay Area UASI funds. It includes a general ledger accounting structure, subsidiary accounting records, and procedures that define how, and by whom, the funds are handled. Accounting records identify the receipt and the expenditure of all Cal OES funds. The system also conforms to Generally Accepted Accounting Principles (GAAP), provides a record of the amount and disposition of all project funds, shows receipt of funds and expenditures by source (e.g., federal, state, or local), and separately identifies match funds and related expenditures.

### Budgetary Controls

The Bay Area UASI Management Team utilizes the budgetary control features found in PeopleSoft to facilitate analysis of the budget and to ensure that separate tracking and reporting are properly performed. The system also allows accurate accounting of funds by project, sub-recipients, and categories/solution areas. These categories/solution areas are: Planning, Organization, Equipment purchase, Training, Exercises, and Management and Administration.

### Obligation of Funds (Encumbrance)

Obligations (encumbrances) are a legal liability to pay, under a grant and/or contract, determinable sums for services or goods incurred during a period of performance. An encumbrance occurs when funds are set aside to pay for a particular expense. This includes, but is not limited to, orders placed, contracts and grants awarded, services received, and similar transactions that require payment during the same, or a future, period. The Bay Area UASI Grants Management Unit enters these into PeopleSoft based on documents such as approved service contracts, Memoranda of Understanding (MOU), Letters of Agreement (LOA), or requisitions for supplies and services.

Once an encumbrance is made in PeopleSoft, the funds are committed to a specific use and are no longer available for other expenditures. However, since the goods or services have not yet been received, legally, the project does not yet owe anything to the vendor or supplier.

An encumbrance is defined by the following three characteristics:

- The expenditure is approved in the original MOU/LOA budget or a subsequent sub-grant award modification;
- A formal written order or request (i.e., requisition) is approved by the Bay Area UASI Management Team prior to the end of the grant period; and
- A purchase order/contract has been submitted to the vendor or supplier of goods or services.

### Expenditure of Funds

The Bay Area UASI Grants Management Unit must make certain all activities carried out under the Bay Area UASI grant program are reasonable and allowable. All allowable UASI grant expenditures fall into one of six categories/solution areas, must support the National Preparedness Goal, be consistent with the Bay Area UASI THIRA (Threat and Hazard Identification and Risk Assessment), as well as enhance regional capabilities. Typically, the Bay Area UASI Management Team has 90 days after the end of the MOU/LOA term to liquidate obligated funds.

To be allowable, costs must meet the following general criteria:

- Be necessary and reasonable for proper and efficient performance and administration of the sub-grant award;
- Be allocable under federal and/or state provisions;
- Be authorized or not prohibited under federal, state or local laws or regulations;
- Conform to any limitations or exclusions set forth in applicable federal cost principles, federal laws, terms and conditions of the award, or other governing regulations as to types or amounts of cost items;
- Be consistent with policies, regulations, and procedures that apply uniformly to both federal awards and other activities of the governmental unit;

- Be accorded consistent treatment;
- Be determined in accordance with Generally Accepted Accounting Principles (GAAP);
- Not be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior period, except as specifically provided by federal law or regulation;
- Be the net of all applicable credits; and
- Be adequately documented.

### Personnel Costs and Functional Timesheets

Salaries and benefits of personnel involved in more than one sub-recipient grant project must be charged to each based on the actual percentage of time spent. The annualized actual percentage charged for a particular position cannot exceed the annual percentage stated in the MOU. Similarly, the dollar amount charged for a particular position also must not exceed the approved dollar amount in the MOU or any subsequent modifications.

Functional timesheets must be maintained which support the time charged to grants. All grant-funded personnel must maintain time cards/sheets that indicate, on a daily basis, the actual time worked on each project and account for all the time worked by the employee during the pay period. Time cards/sheets must be signed by the employee and their supervisor.

### Reimbursement

The UASI grant program is a reimbursement-based grant, meaning the grantee (State), sub-grantee (Bay Area UASI), and sub-recipient (local jurisdictions) must first expend funds prior to seeking reimbursement. The sub-recipient will first expend local general funds to pay for pre-approved and allowable UASI grants program expenses and then submit a request for reimbursement to the Bay Area UASI Grants Management Unit. The Grants Management Unit reimburses the sub-recipients and then may seek reimbursement from Cal OES.

The Grants Management Unit will reimburse sub-recipients within 30 business days as long as supporting documentation is complete and compliant. Partial reimbursements will be remitted for supporting documentation that is sufficient. The sub-recipient must submit supporting documentation within 45 business days of the final deadline for claims. The sub-recipient will not be reimbursed if the documentation is not submitted within this period. Sub-recipients are encouraged to submit claims when significant milestones are met and/or project completion is accomplished in advance of the deadline (subject to documentation requirements). See Section V above on authorized expenditures and timelines for details on documentation that sub-recipients must submit with their claims for reimbursement. See also Section VII for a reimbursement template for sub-recipients.

## Reporting

Reporting requirements must be met throughout the life of all sub-grant awards. Cal OES utilizes grant tools such as the Financial Management Forms Workbook (FMFW) and Biannual Strategy Implementation Reports (BSIR) to accomplish reimbursement requests and other reporting requirements from the Bay Area UASI.

The FMFW is used for different grant programs as a resource for completing the Grants Reporting Tool required by FEMA. It also serves as a tool for the Bay Area UASI Management Team's portfolio analysis and tracking. This form consists of equipment inventory and organization, training, planning, exercise, and match rosters.

The Bay Area UASI is responsible for providing updated obligation and expenditure information on a semi-annual basis to Cal OES for the Semi Annual Progress Report, or SAPR. Cal OES, as the applicable State Administrative Agent (SAA), is responsible for completing and submitting the final BSIR reports which are a component of the SAPR. The BSIR submission satisfies the narrative requirement of the SAPR. The BSIR is due within 30 days after the end of the reporting period (July 30 for the reporting period of January 1 through June 30; and January 30 for the reporting period of July 1 through December 31). The Bay Area UASI Grants Management Unit must provide updated obligations and expenditure information with the BSIR to show progress made toward meeting strategic goals and objectives. Failure to submit a single BSIR report may result in a notification letter of delinquency to the San Francisco Board of Supervisors and the possible reduction of future funding awards by 10%. Additionally, the UASI risks having a hold placed on pending reimbursements.

## Grants Reconciliation

Reconciliation is the process of bringing invoices, reports, and cash requests into balance with revenue and expenditure for a particular period of time in PeopleSoft. The Bay Area UASI Grants Management Unit staff performs procedures that verify balances and transactions in PeopleSoft against supporting documentation such as vouchers, invoices, payroll records, etc. to comply with grant fiscal requirements. In addition to reviewing the Financial Management Forms Workbook and analyzing grant budgets, grants staff is also responsible for:

- Quarterly reconciliation of grants and responding to inquiries from the City and County of San Francisco Controller's Office; and
- Annual reconciliation of federal expenditures by Catalog of Federal Domestic Assistance (CFDA) number in compliance with Single Audit requirements.

## Audit

The Controller's Office of the City and County of San Francisco is responsible for producing an annual Single Audit Report in which major UASI sub-grant awards are audited by an independent CPA firm. This is in accordance with the requirements for audits established by *2 CFR part §200*

*Subpart F*, in order to safeguard Cal OES assets, and to ensure accounting for all grant funds. The Management Team is required to forward a copy of the audit report to Cal OES within nine months after the fiscal year of the grant ending date. All sub-recipients of UASI sub-grant awards must maintain appropriate records to document grant compliance and are subject to audit by representatives of Cal OES, the State of California, and the United States Government.

### **C. Sub-recipient Financial Monitoring**

A key component of post award financial management is sub-recipient monitoring. The Bay Area UASI Grants Management Unit is responsible for monitoring sub-recipients to determine:

- Effectiveness and efficiency of operations;
- Reliability of reporting and recordkeeping;
- Compliance level; and
- Financial risk.

The Grants Management Unit utilizes a risk assessment and undertakes both desk-based reviews and annual on-site visits in order to monitor sub-recipients. Monitoring involves review and analysis of financial, programmatic, performance administrative, and risk issues relative to sub-grant awards, and identifies areas where technical assistance and other support may be needed.

#### Risk Assessment

Post award, an important component of sub-recipient monitoring and management is the conduct of a risk assessment. During this process, each sub-recipient will be evaluated for their risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate monitoring described in *2 CFR 200.331*. Factors to consider include:

- The sub-recipient's prior experience with the same or similar sub-awards;
- The results of previous audits including whether or not the sub-recipient receives a Single Audit, and the extent to which the same or similar sub-award has been audited as a major program;
- Whether the sub-recipient has new personnel or new or substantially changed systems;
- The extent and results of federal awarding agency monitoring (e.g., if the sub-recipient also receives federal awards directly from a federal awarding agency); and
- The examination of the preceding grant year's performance to determine the appropriate terms and conditions.

The Grants Management Unit has created a risk assessment form to determine risk for sub-recipients. Based on the completed risk assessment, the Grants Management Unit will determine



if sub-recipients are at low, medium, or high risk. Those entities determined to be at high risk will have additional monitoring conditions imposed upon them. This may include additional training and technical assistance on program-related matters as well as receiving more frequent on-site reviews of program operations.

### Desk-based

The Grants Management Unit reviews all transactions through a desk review prior to processing reimbursement requests to ensure compliance with federal regulations and the terms and conditions of the MOU with sub-recipient jurisdictions. Desk-based financial monitoring can result in the identification of exceptions and potential issues related to a sub-recipient's administration of grant funds. Examples of potential issues include financial reporting anomalies, inaccurate expenditure reporting, or a misunderstanding of or non-compliance with federal cash management requirements. Desk reviews provide high-level assurance for grants financial monitoring in which the Grants Management Unit can centrally collect and analyze information to assess a sub-recipient's level of risk and their capacity to manage federal funds.

### On-site

The Bay Area UASI Grants Management Unit conducts site visits, sometimes in conjunction with Management Team project managers. The purpose of these visits is to assess the sub-recipient's capability, performance, and compliance in regards to the applicable elements that make up each sub-recipient grant. This includes administrative regulations and public policy requirements, as well as terms and conditions contained in the MOU with recipient jurisdictions. The goal of on-site financial monitoring activities is to ensure that sub-recipients possess adequate policies, processes, and systems to manage federal grant awards and to guard against fraud, waste, or mismanagement of funds. On-site financial monitoring activities involve collecting and analyzing information on the business functions and grant administration practices of the sub-recipients, including verification of equipment purchased with grant funds. Please see the Financial Monitoring Checklist in Section VII below.

### Sub-recipient Responsibilities

Sub-recipients must carry out all terms and conditions of their MOU, maintain complete and accurate records of all program activities, and make these records available to the Bay Area UASI Management Team for monitoring purposes. The sub-recipient jurisdiction is also responsible for cooperating with monitoring processes, including resolving any monitoring findings (i.e., findings of non-performance or non-compliance) in a timely manner by a corrective action plan and/or technical assistance in association with Grants Management Unit staff.



## Steps in the On-Site Financial Monitoring Review

To assist sub-recipient preparation for the monitoring visit, the Grants Management Unit provides the sub-recipient jurisdiction with a list of documents that will be reviewed, a description of the process, and the standards to which they must comply.

There are seven steps to an on-site financial monitoring review:

- 1) ***Pre-visit Notification Letter*** – The Grants Management Unit begins the monitoring process by emailing the sub-recipient jurisdiction a formal pre-visit notification letter informing them when the monitoring visit will take place and the length of it (usually a period of one to four days depending on the period(s) being monitored). The pre-visit letter explains the purpose of the visit, the process that will take place during the visit, and includes a document request list highlighting items that the sub-recipient must have available at the start of the visit.
- 2) ***Field Document*** – The staff member emails the sub-recipient a field document at least four weeks prior to the monitoring visit. This field document reflects the scope of the monitoring review and guides the staff member in deeming the level of compliance.
- 3) ***Entrance Conference*** – The staff conducts an entrance conference at the beginning of the monitoring visit with the Authorized Agent or other top official of the organization to make sure the sub-recipient has a clear understanding of the purpose, scope, and schedule of the monitoring.
- 4) ***Documentation Review and Data Analysis*** – The staff keeps a record of the information reviewed and conversations held with the sub-recipient during the monitoring visit. The documentation reviewed and obtained serves as the basis for conclusions drawn from the visit.
- 5) ***Exit Conference*** – The staff meets again with key representatives of the sub-recipient at the conclusion of the monitoring visit to:
  - Present preliminary results of the monitoring visit;
  - Provide an opportunity for the sub-recipient to secure any additional, requested documentation;
  - Explain the Monitoring Report, which may include areas of non-compliance or non-performance noted during the visit; and
  - Explain the corrective action plan process or provide technical assistance (if applicable).
- 6) ***Monitoring Report*** – Within four to six weeks after the monitoring visit, the staff provides the sub-recipient with a formal narrative report of the results of the monitoring review. The Monitoring Report creates a permanent record of what was found during the review. It

points out areas for improvement as well as recognizes successes. In addition, the letter outlines any findings of non-compliance identified during the visit and the corrective action required to be in compliance.

- 7) ***Corrective Action Plan*** – If the Monitoring Report notes findings and corrective action requirements, the sub-recipient must provide to the Grants Management Unit a detailed corrective action plan within 30 days of the date of the Monitoring Report. The Plan must detail the corrective action steps the sub-recipient has undertaken, or will undertake, in addressing the noted areas of non-compliance or non-performance. If additional time is needed, a request for an extension must be submitted in writing 15 business days prior to the end of the 30 day period and approved by the Chief Financial Officer.

#### **D. Grant Close Out**

The Grants Management Unit will work with sub-recipient jurisdictions and Management Team project managers to make sure grant close out is timely and complete. From a financial management perspective, the close out of a grant is the process by which Cal OES notifies the Bay Area UASI that all applicable administrative actions and all required work of the grant have been completed through a grant close out letter. Once the close out process is achieved, revenues must match expenditures, and all general ledger accounts must be cleared in PeopleSoft, the City and County of San Francisco's budget and accounting system.

## **VII. Appendices**

- A. Regional Project Plan Template**
- B. Impartiality/Confidentiality Statement**
- C. MOU/LOA Appendix A – Authorized Expenditures and Timelines**
- D. MOU/LOA Appendix B – Grant Assurances**
- E. MOU/LOA Appendix C – Request for Reimbursement**
- F. Monitoring Checklist**
- G. Bay Area UASI Travel Policy**

## A. Regional Project Plan Template



# Bay Area UASI Management Team Project Plan

## PROJECT NAME

DATE

### I. Problem Definition

*What are the specific gaps in services or capability the project will address, why is the project is needed and important?*

### II. Project Origin and Evolution

*Describe the genesis of the project (e.g., identified in the annual risk assessment, request from the Approval Authority, mandate from the State) If appropriate, describe how the idea has evolved and taken shape over time.*

### III. Project Goals

*Goals are high-level statements addressing the overall purpose of the project, the need the project addresses, and the project's desired impact on the communities and organizations involved. Goals should specify a target population and include in general terms the intended results (not activities or deliverables). Should link to the UASI goals and objectives.*

### IV. Project Strategies

*Strategies are a high-level description of the actions that will most efficiently and effectively enable achievement of the the project's goals (and address the defined problem. Strategies describe how resources and actions are organized and focused to maximize effectiveness and efficiency of the project. For example, building consensus, producing analysis and recommendations, designing new systems, writing a new plan, providing training.*

## V. Project Deliverables

*Provide at least five and no more than ten deliverables. Deliverable requirements are specifications for the deliverable that reflect quality and the needs of stakeholders. For example, final report should be at least ten pages and delivered within one month of workshop.*

Deliverable/Key Task	Completion Date	Person Responsible	Requirements
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

## VI. Project Duration and Hours

*Include the project start and end date as well as a rough estimate of hours Management Team staff is expected to spend.*

## VII. Budget

*If the project includes a budget for consultants, equipment, training, or exercise, provide this information in this section.*

## VIII. Roles, Responsibilities, and Key Stakeholders

*Include a list of key stakeholders and a high level description of their roles and responsibilities. This should entail at least the project team and project sponsors, and could also include users, workgroups, and consultants.*

## IX. Evaluation

*Explain how will success be identified and measured, and how lessons learned will be applied to future work. Evaluation should focus on outcomes, not outputs. Outcomes are changes that occur or the difference that is made for individuals, groups, organizations, systems and communities; they express the result that your project intends to achieve if implemented as planned. Outcome measures should meet the “SMART” standard – specific, measurable, achievable/accurate, realistic/relevant, and time-bound.*

**X. Risks and Mitigation** *(optional)*

*Identify risks to project goals and outcomes, and explain how the project is designed to mitigate these risks or how to devise alternative plans of action. Project risks are factors that are critical to the project’s success and possess some element of uncertainty. Include in your thinking on risk key assumptions you may have made in your Project Plan that could change. Examples of risk include: stakeholder workload/lack of participation, political developments, and scope creep*

**XI. Communication** *(optional)*

*Provide a summary table on project communications to help plan what information will be communicated, to whom, by whom, how often, and in what medium/format.*

Description and Purpose	Owner	Medium/Format	Participants	Frequency

**XII. Approvals**

*Note that a hard copy signature is not required; an electronic sign off or agreement to the Project Plan in a meeting can suffice. However, if you do not obtain hard copy signatures, then note the sign off event (i.e., date of meeting or email) in this section.*

\_\_\_\_\_  
Regional Program Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant General Manager/General Manager

\_\_\_\_\_  
Date

## B. Impartiality/Confidentiality Statement

<p style="text-align: center;"><b>City and County of San Francisco – Department of Emergency Management</b> <b>RFP/RFQ {Insert Number and Name}</b> <b>Proposal Evaluation</b></p>
--

### IMPARTIALITY/CONFIDENTIALITY STATEMENT

I, the undersigned, understand that I have been asked to participate in this evaluation process as an Evaluation Panelist, non-scoring proposal screener, or non-scoring observer to assist the City and County of San Francisco in choosing the best and most responsive entity to select for contract negotiations. I understand that I must give each entity fair and independent consideration. I understand that although I may listen to the views of other participants, the comments and decisions I make regarding each entity must reflect my own impartial judgment on that entity's proposal.

I understand that I should not participate in this screening or evaluation process if I have any conflict of interest that would prevent me from exercising impartial judgment as to each entity. Accordingly, I hereby attest that to the best of my knowledge neither I, nor any member of my immediate family (including my spouse/domestic partner and dependent children):

1. Have received income or gifts within the past year from any of the entities listed below;
2. Have any ownership interest or other direct or indirect investments, other than mutual funds, in any of the entities listed below;
3. Expect or intend to seek employment or any other relationship with any of the entities listed below;
4. Have any other direct or indirect interest in any of the entities listed below that would prevent me from exercising fair and impartial judgment when I participate on this screening or evaluation process.

**I understand that all information concerning this screening and/or evaluation process is of a highly confidential nature. I certify that I have not discussed and will not discuss any part of the screening or evaluation process with anyone outside of the screening or evaluation process, including Proposers and their subconsultants, and understand that I should not do so prior to completion of Proposer selection for contract award.**

**PROPOSERS:**

{Insert Names of all Proposers}

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title, Department or Firm



**C. MOU/LOA Appendix A – Authorized Expenditures and Timelines**

Appendix A — Authorized Expenditures and Timelines

ENTITY: **SUBRECIPIENT**

Total allocation to be spent on the following solution areas:

<u>UASI Project Letter and Title</u>	<u>Program Description</u>	<u>Projected Milestone Dates (to be completed on or about)</u>	<u>Deliverable Dates</u>	<u>Solution Area and Budget</u>	<u>Amount</u>
<b>Project Title: INSERT PROJECT TITLE</b>					
<p><b>Project</b></p> <p><b>INSERT PROJECT LETTER AND TITLE</b></p>	<p><b>PLANNING:</b>            INSERT DESCRIPTION OF PLANNING ACTIVITIES AND WHETHER PERSONNEL OR CONTRACTOR WILL BE USED.</p> <p>IF PERSONNEL, ARE THEY FULL TIME OR PART TIME? IF FULL TIME, USE 1 FTE, IF PART TIME, USE A PERCENTAGE (I.E. .33 FTE).</p> <p>IF CONTRACTOR, JUST STATE THAT A CONTRACTOR WILL BE USED.</p> <p>PROVIDE A LIST OF DELIVERABLES (E.G., WRITING PLANS, CONDUCTING MEETINGS, PROVIDING REPORTS, ETC.) FOR THE PLANNING PROJECT.</p> <p><b>ORGANIZATION:</b></p>	<p>INSERT MILESTONES AND DATES (I.E. RFP RELEASE DATE, CONTRACT AWARD DATE, ISSUANCE OF PO DATE, ETC)</p>	<p>INSERT FINAL DELIVERABLE DATE</p> <p>INSERT FINAL DEADLINE FOR SUBMITTAL OF CLAIM</p>	<p>INSERT SOLUTION AREA AND AMOUNTS</p>	<p>INSERT NOT TO EXCEED AMOUNT OF AWARD</p>

	<p>INSERT DESCRIPTION OF ORGANIZATION ACTIVITIES, JOB TITLES, AND FTE. INCLUDE WORKPLAN AND TIME AND ACTIVITY REPORTS.</p> <p><b>EQUIPMENT:</b> DESCRIBE EQUIPMENT PURCHASES. INSERT CORRECT AEL NUMBERS HERE: (AEL # FROM RKB WEBSITE)</p> <p><b>TRAINING:</b> PROVIDE DESCRIPTION OF TRAINING CLASSES. LIST FEEDBACK NUMBERS OBTAINED FROM THE STATE.</p> <p><b>EXERCISE:</b> DESCRIBE EXERCISE ACTIVITIES (I.E. TABLETOPS, FULL-SCALE, ETC.)</p>				
		<b>TOTAL ALLOCATION</b>			<b>NOT TO EXCEED: \$XXX,XXX</b>

**PLANNING**

*Reimbursement for Planning Requires:*

- **Personnel** – Prior to any expenditure for personnel, SUBRECIPIENT must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SUBRECIPIENT must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities.
- **Contracts** – All contracts must be pre-approved by the UASI prior to execution. In addition, SUBRECIPIENT must satisfy the following guidelines:

- Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with federal regulations which supersede them). If sole source approval is needed, SUBRECIPIENT must transmit a sole source request to the UASI for submission to the State.
- The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments.
- All services must be performed and paid within the grant performance period.
- **Travel** - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment.

## **ORGANIZATION**

### *Reimbursement for Organization Requires:*

- **Personnel** – Prior to any expenditure for personnel, SUBRECIPIENT must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SUBRECIPIENT must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities.
- **Contracts** – All contracts must be pre-approved by the UASI prior to execution. In addition, SUBRECIPIENT must satisfy the following guidelines:
  - Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with federal regulations which supersede them). If sole source approval is needed, SUBRECIPIENT must transmit a sole source request to the UASI for submission to the State.
  - The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments.
  - All services must be performed and paid within the grant performance period.
- **Travel** - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment.

## **EQUIPMENT**

### *Reimbursement for Equipment Requires:*

- An approved EHP memo, if applicable.
- A performance bond is required for any equipment item that exceeds \$250,000, or for any vehicle, aircraft, or watercraft, regardless of the cost. Failure to obtain and submit a performance bond to the UASI may result in disallowance of cost.
- As allowable under federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with federal regulations which supersede them). If sole source approval is needed, SUBRECIPIENT must transmit the request to the UASI for request to the State.
- Prior to reimbursement, SUBRECIPIENT must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.
- SUBRECIPIENT must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

## **TRAINING**

### *Reimbursement for Training Requires:*

- An approved EHP memo, if applicable.
- Training course expenses may include backfill/overtime, travel, tuition, per diem or other grant eligible expenses. Grant eligible training expenses are published in the FY 2016 Homeland Security Grant Program Guidance.
- When seeking reimbursement for grant eligible training expenses, SUBRECIPIENT must submit completed ledger page indicating course title, feedback number, sub category (e.g., OT, BF, Course Development).
- Provide registration receipts and agendas.
- Provide copies of sign in sheets (must have supervisor's signature).

## **EXERCISE**

### *Reimbursement for Exercise Requires:*

- An approved EHP memo, if applicable.
- Exercise expenses may include backfill/overtime, travel, exercise planning, or other ancillary expenses needed to successfully complete the exercise. Eligible exercise expenses are published in the FY 2016 Homeland Security Grant Program Guidance.
- An After Action Report (AAR) must be completed within 90 calendar days of the exercise. SUBRECIPIENT must submit a copy of the AAR report and proof of transmittal to the web portal with the final request for reimbursement.

- All requests for reimbursements must be submitted by January 31, 2018, unless an earlier deadline is set in this Appendix. SUBRECIPIENT should submit reimbursement requests on a quarterly basis, as applicable.
- Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:
  - *FY 2016 Homeland Security Grant Program Notice of Funding Opportunity*: [http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY\\_2016\\_HSGP\\_NOFO\\_FINAL.pdf](http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf)
  - *California Supplement to the Federal Funding Opportunity Announcement*, dated July 2016, available at <http://www.caloes.ca.gov/GrantsManagementSite/Documents/FY16%20HSGP%20CA%20State%20Supplement%2020160727.pdf> as “FY 2016 Homeland Security Grant Program California State Supplement to the Federal Notice of Funding Opportunity.”
  - *Authorized Equipment List*: <http://beta.fema.gov/authorized-equipment-list>
  - *Cal OES Rules and Regulations, including the Recipient Handbook*: <http://www.caloes.ca.gov/GrantsManagementSite/Documents/2014%20Recipient%20Handbook.pdf>
  - **Any equipment purchased under this Agreement must match the UASI 2016 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from by the Bay Area UASI Program Manager.**
- **No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.**
- **Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, ¶3.12.**
- **All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission**

**D. MOU/LOA Appendix B – Grant Assurances**

Name of Jurisdiction: \_\_\_\_\_

Name of Authorized Agent: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**As the duly authorized representative of SUBRECIPIENT, I hereby certify that SUBRECIPIENT has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.**

**I further acknowledge that SUBRECIPIENT is responsible for reviewing and adhering to all requirements within the:**

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

**Federal Regulations**

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (CFR) and updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

**Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. SUBRECIPIENT hereby agrees to comply with the following:**

**1. Proof of Authority**

SUBRECIPIENT will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that SUBRECIPIENT and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of SUBRECIPIENT and the city council, governing board or authorized body.

- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

## **2. Period of Performance**

SUBRECIPIENT will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

## **3. Lobbying and Political Activities**

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, SUBRECIPIENT certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

SUBRECIPIENT will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, SUBRECIPIENT agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

## **4. Debarment and Suspension**

As required by Executive Orders 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, SUBRECIPIENT will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible

in their dealings with the federal government. SUBRECIPIENT certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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

#### **5. Non-Discrimination and Equal Employment Opportunity**

SUBRECIPIENT will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;(42 U.S.C. §§ 12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;



- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (l) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), SUBRECIPIENT will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

## **6. Drug-Free Workplace**

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), SUBRECIPIENT certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

## **7. Environmental Standards**

SUBRECIPIENT will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 12898 on the Environmental Justice Act, and Executive Order 11514 on Environmental Quality;
- (f) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to Executive Order 11738;
- (g) Protection of wetlands pursuant to Executive Order 11990;
- (h) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (i) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);

- (j) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (k) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order Executive Order 11990 which requires preservation of wetlands;
- (l) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (m) The Endangered Species Act of 1973, (P.L. 93-205);
- (n) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

SUBRECIPIENT shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

#### **8. Audits**

For subrecipients expending \$750,000 or more in federal grant funds annually, SUBRECIPIENT will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

#### **9. Access to Records**

In accordance with 2 CFR §200.336, SUBRECIPIENT will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. SUBRECIPIENT will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

#### **10. Conflict of Interest**

SUBRECIPIENT will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

#### **11. Financial Management**

False Claims for Payment SUBRECIPIENT will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

#### **12. Reporting - Accountability**

SUBRECIPIENT agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation

data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

**13. Whistleblower Protections**

SUBRECIPIENT also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

**14. Human Trafficking**

SUBRECIPIENT will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect: (2) procuring a commercial sex act during the period of time that the award is in effect: or (3) using forced labor in the performance of the award or subawards under the award.

**15. Labor Standards**

SUBRECIPIENT will comply with the following federal labor standards:

- (a) Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
- (b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

**16. Worker's Compensation**

SUBRECIPIENT must comply with provisions which require every employer to be insured to protect workers who may be injured on the job before commencing performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

**17. Property-Related**

If applicable to the type of project funded by this federal award, SUBRECIPIENT will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase.
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special

- flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
  - (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

**18. Certifications Applicable Only to Federally-Funded Construction Projects**

For all construction projects, SUBRECIPIENT will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

**19. Use of Cellular Device While Driving is Prohibited**

SUBRECIPIENT is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

**20. Freedom of Information Act**

SUBRECIPIENT acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Rights Act, California Government Code section 6250 et seq. SUBRECIPIENT should consider these laws and consult its own state and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

**21. Reporting Accusations and Findings of Discrimination**

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the OHS financial assistance office and the OHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or

by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the OHS Component financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

**22. Acknowledgment of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**23. Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**24. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

OHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the OHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

**25. Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

**26. Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued in compliance with this Act.

**27. Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

**28. Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the

interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

**29. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225a.

**30. Non-supplanting Requirements**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**32. Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**33. SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**34. Terrorist Financing**

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

**35. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of SUBRECIPIENT's currently active grants, cooperative agreements, and procurement contracts from all federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this federal award, SUBRECIPIENT must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

**36. USA Patriot Act of 2001**

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

**IMPORTANT**

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. SUBRECIPIENT recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on SUBRECIPIENT, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by SUBRECIPIENT and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2016, Version 6.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202016%20DHS%20General%20Terms%20and%20Conditions.pdf>

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

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

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

**E. MOU/LOA Appendix C – Request for Reimbursement**

**REIMBURSEMENT REQUEST**

\_\_\_\_\_, 2017

UASI Management Team  
711 Van Ness Avenue, Suite 420  
San Francisco, CA 94102

Re: FY 16 UASI Grant Reimbursement Request

Pursuant to Section 3.10 of the "Agreement between the City and County of San Francisco and the County of SUBRECIPIENT for the Distribution of FY 2016 UASI Grant Funds" (the "Agreement"), dated NOVEMBER 1, 2016, between the County of SUBRECIPIENT ("SUBRECIPIENT") and the City and County of San Francisco, SUBRECIPIENT hereby requests reimbursement as follows:

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

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

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

SUBRECIPIENT certifies that:

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



- (b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 3.2 of the Agreement, or the not to exceed amounts specified in Appendix A for specific projects and programs.
- (c) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SUBRECIPIENT is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SUBRECIPIENT certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SUBRECIPIENT is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SUBRECIPIENT to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.
- (d) No Event of Default has occurred and is continuing.
- (e) The undersigned is an officer of SUBRECIPIENT authorized to execute this Reimbursement Request on behalf of SUBRECIPIENT.

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

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

**SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT**

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

Project	Payee	Amount	Description	If final claim for project, check box
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

				<input type="checkbox"/>
				<input type="checkbox"/>

The following are attached as part of this Schedule 1 (Please check items that are applicable):

**Planning:**

- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports

**Organization:**

- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports

**Equipment:**

- Invoice
- Cleared Check Payment
- Purchase Order
- Packing Slip
- EHP Approval
- EOC Approval
- Watercraft or Aviation
- Sole Source
- Performance Bond
- Equipment Ledger (Please submit electronic copy to Grants Specialist)

**Training:**

- Invoice
- Cleared Check Payment
- Training Feedback Number
- EHP Approval
- Certificates/Proof of Participation
- Sign In Sheet
- Agenda

**Exercise:**

- Invoice
- Cleared Check Payment
- After Action Report
- EHP Approval
- Overtime Authorization

For inquiries/questions, please contact:

\_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_  
 Print Name

**F. Monitoring Checklist**



**City & County of San Francisco  
Department of Emergency Management  
Bay AREA UASI**



**Monitoring Visit Checklist**

Site Visit Information	
<b>Jurisdiction:</b>	
<b>Grants for Review:</b>	
<b>Date of Visit:</b>	
<b>Visit Conducted By:</b>	<hr/> <hr/>

Person(s) Interviewed or Contacted During the Visit		
Name	Title	Phone/Email

<b>Introduction:</b>			
<b>Purpose:</b>			
In accordance with the Uniform Guidance 2 CFR 200 Subpart D-Post Federal Award Requirements §328 and 331, the City & County of San Francisco, Department of Emergency Management, Bay Area UASI is required to perform sub-recipient monitoring to assure compliance with applicable federal requirements and performance expectations are being achieved.			
<b>Program and Financial Monitoring efforts are conducted in order to:</b>			
<ul style="list-style-type: none"> <li>• Gauge and measure compliance of jurisdictions to grant rules and regulations</li> <li>• Monitor activities to ensure that grant funds are used for authorized purposes in compliance with laws and regulations.</li> <li>• Assess jurisdictions progress, project implementation and impact.</li> <li>• Ensure provisions of Memorandum of Understandings (MOU) and performance goals are achieved.</li> <li>• Assist and recommend areas of improvement and provide guidance to improve jurisdiction administrative efficiencies and programmatic effectiveness.</li> </ul>			

<b>Section A. Administrative Review</b>			
<b>Compliance:</b>	<b>Yes</b>	<b>No</b>	<b>Partial</b>
1. Does the jurisdiction demonstrate a clear understanding of the dates stipulated on the MOU?			
2. Does the jurisdiction demonstrate zero concerns about the latest grant assurances required in the MOU?			
<b>Does the jurisdiction have the following documents in place:</b>			
3. Does the jurisdiction have a fraud policy in place?			
4. State and federal grant guidance for each applicable grant year.			
5. Equal Employment Opportunity (EEO) Policy Statement.			
6. Harassment or Discrimination in Employment Policy Statement.			
7. Drug-Free Workplace Policy Statement.			

8. Written local Human Resources (HR) policies and procedures.			
9. Do these policies discuss work hours, compensation rates, including overtime, and benefits; vacation, sick or other leave allowances, hiring and promotional policies?			

<b>Comments:</b>
<b>Recommendations:</b>

<b>Section B. Accounting &amp; Financial Management Review (2 CFR Part 200 §302-303, 333)</b>			
<b>Compliance:</b>	<b>Yes</b>	<b>No</b>	<b>Partial</b>
1. Does the jurisdiction maintain a financial management system that accurately identifies the source and amount of funds awarded to them?			
2. Does the jurisdiction accounting system ensure that grant funds are not commingled with other funds or other grant funds?			
3. Does the jurisdiction have local accounting and internal control policies and procedures in place?			

4. Were expenditures reported and requested on a reimbursable basis?			
5. Does the jurisdiction ensure good and services are delivered and accepted prior to payment in full?			
6. Does the jurisdiction ensure separation of duties and signature authority when initiating and approving accounting transactions?			
7. Does the jurisdiction ensure that costs charged to grant funds were not also billed and/or reimbursed by other funding sources?			
8. Are expenditures supported by proper source documentation, including, but not limited to, purchase orders (PO), original invoices, packing slips, cancelled checks, accounting journal entries, and other pertinent records necessary to permit the tracing of grant funds?			
9. Does the jurisdiction have a system for tracking and reporting program funds received?			
10. Does the jurisdiction have any budget control to compare actual expenditures or outlays with budgeted amounts for each grant?			
11. Are there written policies and procedures governing the maintenance and retention of records?			
12. Are financial records maintained for at least three years after the close of the grant and after all pending matters are closed?			
13. Has the jurisdiction submitted all required reports on time?			
14. Were the corrective actions from the recommendations of the previous monitoring properly implemented?			
15. Does the jurisdiction have procedures in place to comply with 2 CFR 200 Subpart F-Audit Requirements §501 by obtaining a Single Audit or financial statement audit? Are findings relating to the appropriate program promptly corrected?			
<b>Comments:</b>			

Recommendations:

Section C. Contracts and Procurement Review (2 CFR 200§213, 317-326)			
Compliance:	Yes	No	Partial
1. Does the jurisdiction have written policies and procedures in place for procurement and contractual transactions?			
2. Does the jurisdiction ensure that standards of conduct covering conflict of interests are maintained and addressed?			
3. Does the jurisdiction ensure and verify bidders are not debarred or suspended per 2 CFR 200 Subpart C-Pre-federal Award §213? Check for proof of documentation.			
4. Does the jurisdiction ensure competitive Requests for Proposals (RFP) for procurement are received from an adequate number of qualified sources and evaluated through a selection process based on price, responsibility of the entity, and whether it is most advantageous to the program?			
5. Does the jurisdiction ensure non-competitive proposals (also known as sole sources) follow state/federal sole source requirements and obtain approval from CalOES through the UASI? Is there approval from internal purchasing section?			

6. Does the jurisdiction ensure that local preferences are not used when entering into any procurement transaction or contractual agreement?			
7. Does the jurisdiction ensure that the payment transaction file includes a PO, a contractual agreement, or reference to a contractual agreement?			
<b>Comments:</b>			
<b>Recommendations:</b>			

### Section D. Planning and M&A Personnel Review

<b>Compliance:</b>	<b>Yes</b>	<b>No</b>	<b>Partial</b>
1. Does the jurisdiction maintain job descriptions on file for any personnel funded with grant funds?			
2. Are the job descriptions on file "project specific", instead of the county or local general job classification description?			
3. Does the jurisdiction ensure grant funded staff perform eligible duties and activities per state and federal grant guidelines?			
4. Are there procedures/controls are in place to track overtime?			
5. Does the jurisdiction maintain and keep accurate records of functional time sheets for staff funded with grant funds?			



6. Does the jurisdiction document and maintain deliverables on file for each position, including e-mail activities, meeting agendas, reports written by the employee, etc.?			
<b>Comments:</b>			
<b>Recommendations:</b>			
<b>Section E. Travel, Training and Exercise Review</b>			
<b>Compliance:</b>	<b>Yes</b>	<b>No</b>	<b>Partial</b>
1. Does the jurisdiction have written travel and training policies and procedures in place?			
2. Does the jurisdiction request for a training feedback number for each training class?			
3. Does the jurisdiction request Controlled Equipment, Environmental and Historic Preservation (EHP) approval from Cal OES through the UASI for applicable equipment purchases and/or training and exercise activities?			
4. Does the jurisdiction prepare and submit an After Action Report (AAR) for exercise activities?			

5. Does the jurisdiction use the General Services Administration (GSA) rate for travel per diem?			
6. Does the jurisdiction ensure travel expenses for reimbursement include sufficient documentation of purpose of travel, meeting and conference agendas, schedules and conference notes and expenditure receipts?			
7. Are original receipts maintained with travel expenditures to reduce the possibility of claiming the same expense for reimbursement on more than one award or to 3 <sup>rd</sup> party sources?			

**Comments:**

**Recommendations:**

**Section F. Equipment Acquisition and Inventory Review (2 CFR, 200§313)**

<b>Compliance:</b>	<b>Yes</b>	<b>No</b>	<b>Partial</b>
1. Does the jurisdiction ensure that the acquisition of equipment was in accordance with the grant award MOU and within the grant guidelines?			
2. Does the jurisdiction ensure the purchased equipment is being used for the stated purpose in the MOU?			

3. Has the purchased equipment been deployed and is it in use?			
4. Does the jurisdiction maintain an inventory of equipment purchased with grant funds?			
5. Does the jurisdiction maintain appropriate internal equipment inventory records by description of the equipment item, condition, serial and identification number, deployed location and use, acquisition date, cost and disposition?			
6. Does the jurisdiction ensure that each equipment item purchased with grant fund has an AEL# obtained from the FEMA website?			
7. Has an internal physical inventory been taken of equipment purchased with grant funds in the last two years?			
8. Does the jurisdiction maintain a management system that ensures adequate safeguards to prevent equipment purchased with grant funds from being lost, stolen and/or destroyed?			

**Comments:**

**Recommendations:**

1.			
2.			
3.			
4.			



### Section G. EHP and Controlled Equipment Requirement and Approval Review

<b>Compliance:</b>	<b>Yes</b>	<b>No</b>	<b>Partial</b>
1. Does the jurisdiction comply with receiving Cal OES authorization on activity requiring EHP approval before proceeding with the purchase?			

2. Does the jurisdiction maintain a copy of the approved EHP request on file and attach it as supporting documentation when seeking reimbursement?			
3. Does the jurisdiction request Controlled Equipment, Environmental and Historic Preservation (EHP) approval from Cal OES through the UASI for applicable equipment purchases and/or training and exercise activities?			
4. Does the jurisdiction comply with receiving Cal OES authorization on activity requiring Controlled Equipment approval before proceeding with the purchase?			
5. Does the jurisdiction maintain a copy of the approved Controlled Equipment request on file and attach it as supporting documentation when seeking reimbursement?			
<b>Comments:</b>			
<b>Recommendations:</b>			

## Section H. Programmatic Review

<b>Compliance:</b>	<b>Yes</b>	<b>No</b>	<b>Partial</b>
1. Does the jurisdiction ensure that goals, objectives and program activities support the investment justification of the award?			
2. Is the jurisdiction satisfied with its progress toward achieving the goals and objectives of the program?			
3. Does the jurisdiction submit and maintain all required progress reports for the program?			
4. Does the jurisdiction have an information retrieval system that provides accurate data or concrete documentation that validates project performance of the program?			
5. Does the jurisdiction ensure that program milestones are set and performance deliverables are met within timelines stated in the MOU?			
<b>Comments:</b>			
<b>Recommendations:</b>			

## Section I. Other

1. Any challenges the jurisdiction is experiencing?
2. Does the jurisdiction have any improvements or suggestions on the grant administration process?

**Comments:**

**Recommendations:**

**G. Bay Area UASI Travel Policy**



**BAY AREA UASI TRAVEL POLICY**

Updated FEBRUARY 2017



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# BAY AREA UASI TRAVEL POLICY

## SCOPE OF THIS MANUAL

### Policies, Guidelines, and Procedures

This manual provides policies and guidelines for the BAY AREA UASI (BAUASI) and establishes procedures for the Management Team, Approval Authority Members, Affiliated Non-Employees, and others who incur authorized business travel expenses on behalf of the BAUASI.

### Affected Parties

The policies, guidelines, and procedures contained herein apply to the Approval Authority Members, Management Team, Contractors, Affiliated Non-Employees, and other similar individuals.

For the remainder of this document, BAUASI business travelers will be referred to as “travelers” or “employees,” unless otherwise noted.

## PURPOSE, OBJECTIVES AND PRINCIPLES

### Purpose

This guideline is to provide BAUASI travel rules and provide guidance to what expenses will be allowed. As a general rule, travelers or employees should incur only those expenses that a reasonable and prudent person would incur when traveling on official business. Due consideration should be given to such factors as suitability, convenience, and the nature of the business involved. Travel expenses are reimbursable for travelers and employees who travel on official business on behalf of the BAUASI, subject to the allowances, limits, and requirements discussed below.

### Objectives

The objectives of the BAUASI’s travel policy and procedures documents are as follows:

- To support travel costs incurred on behalf of the BAUASI for the purpose of conducting official business;
- To establish uniform criteria and approval for advances and reimbursement of travel expenses for BAUASI business travelers;
- To ensure all BAUASI business travelers have a clear and consistent understanding of policies and procedures for business travel;
- To avoid the improper use of funds for travel that does not benefit the BAUASI.

## Guiding Principles

Travel on behalf of the BAUASI will be approved if it constitutes official business on behalf of the BAUASI and the purpose results in a benefit to the BAUASI.

## Definition of Official Business

To constitute “official business on behalf of the BAUASI”, the activities of an employee or traveler of the BAUASI must clearly demonstrate that there is a valid BAUASI interest to be served or gained through the travel; and there is:

- a. Relevance to the BAUASI’s operations or the individual’s role in such operations; and/or
- b. The promotion or development of the BAUASI’s programs, methods or administration; and/or
- c. Compliance with instructions or authorization for BAUASI.

## Prudent Person Standard

All expenses incurred while traveling on BAUASI business should be a reasonable and prudent use of public funds. Cost will be taken into account when weighing the importance and benefits of the business purpose for travel. Travelers should choose the most efficient, direct and economical travel options required for the occasion and any individual who chooses a different route, without adequate justification, must assume any additional expense incurred. If for traveler’s personal convenience, there is interruption or deviation from the direct route, the travel cost cannot exceed that which would have been incurred on uninterrupted travel.

Travel is authorized for the minimum number of persons necessary to carry out the business purpose of the travel, and only for those whose job tasks are directly related to the purpose of the travel. For travel within the State and requiring overnight stays, no more than four (4) Management Team employees should be allowed to attend the same seminar or workshop, unless individual attendance is required for educational or certification purposes. For out-of-state, international travel, and travel to non-continental destinations, no more than four (4) Management Team employees and no more than 14 travelers from all jurisdictions (for a total of 20) may travel to the same destination for the same purpose, without prior approval by both the Approval Authority and/or the General Manager. (See Travel Authorization Below)

It is the objective to diversify the number of persons requesting to travel, giving more weight to those who haven’t traveled previously to attend a seminar, conference, or workshop to those who previously traveled to attend such events. It is also the intention to diversify participation among the Bay Area Region to allow regional stakeholders, members, affiliated non-employees, and other similar individuals the opportunity to attend a seminar, conference, or workshop. Lastly, attending employees or travelers shall be required to give a presentation or report to other fellow employees or group members after returning from a workshop, seminar, or similar event.

If there are specific reasons for which the General Manager approves attendance of more than four (4) employees of the Management Team for a seminar, workshop, or similar event which is not for education certification purposes, the additional costs and the justification notes will be reviewed and reported to the Approval Authority.

### Occasions for Travel

Examples include the following types of occasions when the BAUASI traveler is required to travel out of the general region to:

- Attend a convention, seminar, meeting, school, or training;
- Make professional presentations as a representative for the BAUASI;
- Interview persons; inspect programs, facilities or institutions; conduct surveys; exchange professional information;
- Work at a project location sufficiently distant from the main or regular place of work to require overnight lodging;
- Work long hours away from the main or regular place of work where daily travel is impractical; and/or
- Participate in formal activities, including hosting of persons who, for protocol reasons, merit appropriate courtesies and hospitality.

### Non-occasions for Travel

Membership in an organization is not, of itself, a basis for travel authorization, and in no circumstance shall employees be authorized to travel as a reward for meritorious service, performance, or employee recognition, unless the purpose is to receive an award of formal recognition bestowed by a recognized outside organization for work performed for the BAUASI.

### Exception Principles

Exceptions to specific provisions of the BAUASI travel policy may be authorized by the General Manager on a case-by-case basis, and only when there is adequate written justification and documentation and the travel is within the intent of the overall travel policy. Allowable exceptions are confined to the following conditions:

- To serve the business interest of the BAUASI;
- To avoid a severe hardship or inconvenience;
- To observe an established or expected protocol at a specified event; or,
- To respond to an emergency situation.

### Possible Conflict with Labor Agreements or Laws

These policies apply to all of the BAUASI's employees unless they are in conflict with specific provisions of existing labor agreements or with specific provisions of state or federal law. In such cases, the provisions of those agreements or laws shall prevail for the employees covered under those agreements or laws.

## Geographical Categories

BAUASI travel policies cover three geographical categories:

- In-State
- Out-of-State (within contiguous 48 states)
- International and Travel to Non-Continental US territory

## Advance Fund Request and Claims Submission

BAUASI travelers may submit a request for advance funds to cover anticipated out-of-pocket travel expenses whenever the expenses are incurred as part of official duties. He or she may also submit a claim for reasonable, actual and necessary incurred expenses related to such authorized travel.

## Prudent Judgment and Common Sense

While this manual tries to provide specific guidelines for most circumstances that might be encountered while traveling on BAUASI business, it cannot anticipate all possible circumstances. When such circumstances occur, employees should use prudent fiscal judgment and common sense in the expenditure of public funds.

# **RESPONSIBILITY AND ENFORCEMENT**

## Traveler

Anyone who travels on BAUASI business, or supervises someone who travels, is responsible for knowing the general intent of the travel policy. The traveler is responsible for complying with the BAUASI's travel policies and exercising reasonable and prudent judgment related to BAUASI business travel. The traveler is also responsible for obtaining proper authorization and preparing and submitting expense reports (with appropriate receipts) in a timely manner.

## Approval Authority Members and Management Team

Approval Authority Members and the Management Team are responsible for travel requests and expenditures, and for exercising due diligence to ensure that authorized travel is necessary and appropriate for the conduct of BAUASI business, that the cost is reasonable and justified by the trip's purpose, and that the travel expenditures are budgeted and within budgetary limits. They are also responsible for assuring that expense reports are accurately reviewed for compliance and for review and recommendation regarding exceptions.

The policies, guidelines and procedures mentioned below do not preclude more restrictive internal approval procedures which the BAUASI may choose to implement internally to better monitor and control the budget. While this policy places the primary responsibility for travel oversight on the

Chief Financial Officer of the Grants Management Unit, the General Manager and Chair of the Approval Authority may impose additional approval levels or processes.

### General Manager

The General Manager establishes common and consistent travel practices as governed by these policies and guidelines. The General Manager has lead responsibility in the regular review of travel policies and procedures and the development of amendments, as needed. The General Manager, along with the Approval Authority, reviews and approves international travel requests. The General Manager has the authority to grant an exception to a specific provision of the travel policy. The General Manager has final approval authority as to the appropriateness and reasonableness of reimbursement requests, other than exceptions described above.

### Chief Financial Officer

The Chief Financial Officer works with the General Manager to maintain common and consistent travel practices as governed by these policies and guidelines.

### Grants Management Unit

The Grants Management Unit is responsible for exercising general oversight for the processing of reimbursement requests in order to ensure consistency with the policies and guidelines set forth in this document. The Grants Management Unit processes claims, including conducting desk audits, and provides timely, accurate reimbursement to claimants. Regular updates to the published travel policies and procedures are provided by the Grants Management Unit.

## **TRAVEL AUTHORIZATION**

### Obtaining Travel Authorization

Travel authorization should be obtained as early as reasonably possible, prior to the date of travel. Authorization is required for all BAUASI travel for official business purposes. Employees or travelers must always secure advance approval from their direct supervisor/manager for all BAUASI travel. This approval must always be in writing as stated in the section which follows (Advance Written Request).

Written request for travel is made on the Travel Authorization form. Blank forms and completed samples can be found in Appendix A.

### Advance Approval Required

If travel includes an overnight stay, airfare, or advanced funds or transportation involving a rental car, advance written approval by the General Manager is required. For Approval Authority Members and employees from other jurisdictions, except those working for the Fiscal Agent, an advance written request must first be approved at the appropriate department of the home



jurisdiction and then subsequently forwarded to the General Manager for pre-approval. For in-state and out of state travel, no more than four (4) Management Team employees should be allowed to attend the same seminar or workshop, unless individual attendance is required for educational or certification purposes.

#### Travel On Behalf of a National Association, Board, and/or Committee

An advance written request and approval by the General Manager or Approval Authority is required if travel is based upon holding office on a national association, board, and/or committee.

#### Travel to Non-Continental Destinations and International Travel

If travel includes an overnight stay, airfare, or advanced funds or transportation involving travel to non-continental destinations, advance written request and approval by both the Approval Authority and General Manager is required. For Approval Authority Members and employees from jurisdictions other than the Fiscal Agent, an advance written request must first be approved at the appropriate department of the home jurisdiction, and then subsequently forwarded to the Approval Authority and General Manager for pre-approval.

For travel to non-continental destinations and international travel, no more than four (4) Management Team employees and no more than 14 travelers from all other jurisdictions (for a total of 20 travelers) may travel to the same destination for the same purpose, without prior approval by the Approval Authority and the General Manager.

In addition to the above, approval of international travel should be obtained using the following procedures:

1. A request for international travel must be submitted, on agency letterhead, to the BAUASI 6 months before the scheduled travel dates. The request should include:
  - a. The dates and locations and proposed itinerary for the international travel;
  - b. The purpose of the international travel, including a description of the event, training, or exercise to be attended;
  - c. The number, names, titles, and roles of each individual scheduled for this international travel event;
  - d. The estimated expense budget for the international travel, including estimated air fare, lodging, per diem, and any other associated expense; and
  - e. The expected benefit to the sub-recipient and to the UASI grant, if the international travel is approved.
2. If the overseas travel involves a training activity, the requesting agency must submit, on agency letterhead, a separate written request that describes:
  - a. Name/address/contact information of the training provider;
  - b. Proposed Agenda of day to day activities; and
  - c. The estimated expense budget for the international training activity, including registration/tuition, estimated air fare, ground transportation, lodging, meal per diem, and any other associated expense.

3. Travel and budgetary approvals from Cal OES and DHS can take up to 5 months. Sub-recipients should provide updated budget and itinerary information, as needed by Cal OES or DHS, and before final travel arrangements are made.
4. Authorized international travel must follow the sub-recipient's local travel policy. However, in the absence of any international travel policy, the sub-recipient must adhere to the Federal Travel Regulations (2 CFR 200, subsection 474).
5. Upon receipt of all approvals, the sub-recipient shall ensure that all necessary grant modifications are requested from the BAUASI, and training feedback numbers are obtained for the international travel event.
6. Upon completion of the international travel, and before expenses are invoiced and reimbursed, sub-recipient shall submit a travel report that assesses the relative success or failure of the trip, knowledge or training gained from the trip, and quantifies any benefits to the UASI grant.

### Travel Authorization Form

A travel authorization form must be completed by the employee or traveler. As stated above, all requests for business travel require advance approval by the General Manager and a fiscal review by the Chief Financial Officer. (See blank form attached as appendix A). The travel authorization form shall include:

- Date(s) of travel and location;
- Business purpose of travel (training/conference/meeting);
- Estimated expenses including registration fee, cost of airline ticket, other transportation costs (i.e. taxi, shuttle, or car rental), and lodging. Fully itemized detail in accordance with the guidelines in this document must be provided for estimated expenses.

### Travel Expenses

Travel expenses include lodging, transportation costs, registration or attendance fees, meals and other costs reasonably and necessarily incurred that are paid for by the BAUASI, or by the traveler or employee subject to reimbursement by the BAUASI, when a traveler or an employee is required to travel on official business. The Chief Financial Officer should only allow travel that is clearly anticipated in the BAUASI-approved budget. Employees and travelers are responsible for cancellation of lodging and transportation if travel is cancelled or postponed, to ensure that the BAUASI will not be liable for any costs.

### Issuing and Monitoring Travel Advances

When a Travel Advance (TA) is needed for authorized business travel, the TA requires approval by the Chief Financial Officer. The approved request, along with documentation for expenditure estimates supporting the advance amount, should be forwarded to the Grants Management Unit for processing. When Travel Advances are issued, the minimum advance amount is \$1,000. Cash Advance requests should be submitted in PeopleSoft within 30 calendar days from the scheduled travel/training date.

TAs can be issued for lodging, conference registration fees, and transportation expenses. TAs are not allowed for airfare as employees can purchase air tickets through an approved vendor of the fiscal agent. Checks are issued to employees through the bi-weekly payroll process. The Grants Management Unit should process the TA document in the fiscal agent's financial accounting system PeopleSoft allowing sufficient time for check issuance. TAs must be liquidated in PeopleSoft within ten (10) business days of return from travel. The Grants management Unit is responsible for monitoring advances and following up with employees to ensure advances are liquidated within this time frame.

If a TA is not liquidated within in ten (10) business days after the employee returns from travel, the funds will be recovered through a payroll offset of the employee's salary and the employee will not be eligible for TAs for a minimum of two years from the date of the offset. Additionally, an employee may only have one TA open at a time.

## **TRAVEL CLAIMS**

### General Guidelines

When filing a travel claim, the employee or traveler is required to submit all supporting documentation including, but not limited to, an approved Travel Expense Voucher, air or other itinerary, conference/meeting/workshop schedule and agenda, original itemized receipts, proof of payment, any necessary pre-approvals and/or justifications, etc.

### Submitting and Processing of Travel Expense Vouchers

Employees or travelers are responsible for forwarding complete and timely travel claims to the Grants Management Unit no more than 30 days from return of travel, or ten (10) days if a TA was issued. Complete expense reimbursement requests or travel liquidations must be fully supported by original receipts and forwarded to the Grants Management Unit. Reimbursement requests with incomplete documentation will be denied. Expense reimbursement must be completed and processed in PeopleSoft within 90 days.

Employees or travelers are required to specify the business purpose of the trip, destination, conference/workshop/meeting dates, travel dates, and times (departure and return). The business purpose should be descriptive enough to clearly answer any questions regarding the necessity of the travel.

### Reviewing Travel Claims

When reviewing travel claims, the Grants Management Unit is responsible for:

- Ensuring expenditures are reasonable, necessary, and for official business purposes and the duration does not exceed official business trip requirements;
- Reviewing and auditing for compliance with the BAUASI travel manual;
- Requesting additional documentation, information, justification from employee as needed;

- Deducting unallowable expenses;
- Reviewing to ensure the request is in compliance with project/grant requirements;
- Verifying authorized approver.
- Ensuring all appropriate/required and supporting documentation submitted and maintained in department files;
- Approving/denying travel claim in a timely manner; and
- Processing reimbursements in the PeopleSoft financial system within 90 days from return of business travel.

### Processing Travel Reimbursements

Travel and other employee reimbursements will be processed in the City's financial system (PeopleSoft Expenses Module). Employee reimbursements will be paid through PeopleSoft HCM payroll on a biweekly basis. Reimbursements will be processed and deposited on an alternate Tuesday separately from the regular payroll paydays.

## **TRANSPORTATION**

### General Guidelines

Travelers or employees will be expected to obtain the lowest published routine fare for travel by the most efficient, direct, and economical mode of transportation required by the occasion. Travelers or employees may book their air or rail travel with travel agencies approved by the fiscal agent or on-line directly with the airline. Travelers or employees will be charged in PeopleSoft for the airfare if booking is made with travel agencies of the fiscal agent. Alternatively, if employees make their own arrangements, they will have to pay first and request reimbursement.

If an alternative mode of transportation is selected, the allowable cost shall be the lower of the actual cost of alternative modes of transportation or the lowest economy/coach class airfare available for the date and time selected.

### Use of Vehicles

Vehicle use for travelers on official business is reimbursable. In all instances, the most direct and cost efficient route must be taken. When multiple employees are attending the same business activity (i.e. out-of-town meeting, conference, etc.), employees are strongly encouraged to carpool. Employees are personally responsible and will not be reimbursed for traffic violations or other penalties for infractions of any law.

The following information is required to be included on the employee Travel Expense Voucher:

- Business purpose for use of vehicle.
- Starting point (i.e. worksite or home, whichever is the closer of the two) and the destination.
- Vehicle make, model and license #. If using City issued vehicle, provide vehicle number.
- Odometer reading, beginning and ending.

## Personal Vehicle

In accordance with the fiscal agent's local ordinance (San Francisco Administrative Code Section 10.28-1), the mileage rate for payments to officers and employees for use of privately owned automobiles in connection with any official duty or service shall be at the rate established by the Controller.

Effective January 1, 2017, the IRS standard mileage rate for business use of an automobile is 53.50 cents per mile.

Mileage is reimbursed when using a personal vehicle; fuel is not reimbursed. Personal expenses such as private vehicle repair and maintenance are not reimbursable. When using a personal vehicle for official business, all passengers in the vehicle must be on official business for the BAUASI.

## Vehicle of the Fiscal Agent

When using a vehicle of the fiscal agent, fuel should be obtained from Central Shops. When impractical to do so, fuel purchased at a commercial location is reimbursed with written justification and original receipt(s). Mileage is not reimbursed. All passengers traveling in a vehicle of the fiscal agent must be on official business of the BAUASI.

## Rental Car

The cost of a rental car is reimbursable if it was pre-approved in writing, by the General Manager, on the Travel Authorization form. The pre-approval request must include:

- (a) The car rental amount and estimate of other related expenses such as parking and fuel; and
- (b) Justification why other forms of transportation are not appropriate, why a rental car is necessary, and how a rental car is the most economical and efficient/practical.

All passengers traveling in a rental vehicle must be on official business of the BAUASI. Car rental is limited to a standard compact size vehicle. A midsize vehicle is reimbursable if use is for three people or more, justification provided, and pre-approved in writing by the Chief Financial Officer. Pre-paid fuel for re-filling the gas tank on the rental car is not reimbursable. Employees must submit fuel receipts for actual mileage. Original receipts and car rental pre-approval are required to be submitted with reimbursement requests. As the City is self-insured, auto insurance is not reimbursable.

## **MODE OF TRAVEL**

### Air Travel

Airfare should be booked for economy/coach class only. Business or First class is not

reimbursable. Upgrades are not reimbursable. Air ticket must be purchased in advance to take advantage of the most economical fares available. Same day or near travel day ticket purchases are not reimbursable unless approved by the General Manager and properly justified. Air travel itinerary is required to be submitted with travel claim documentation. If the airline charges for checked luggage, only the cost of the first checked bag will be reimbursed. Additional baggage check-in costs will be reimbursed with justification explaining the business need for extra luggage.

Mileage for long distances, employee drives instead of flying

In situations where travelers or employees would normally travel by air, but an employee or traveler chooses to drive instead, reimbursement will be the lower of the two options, driving or flying. At the time of the travel authorization, employee must obtain a quote from an approved vendor of the fiscal agent documenting the cost of air ticket for the travel dates. Maximum reimbursement will be up to the quoted cost of the air ticket.

Example: Training in Los Angeles, CA, employee drives instead of flying. In all cases, reimbursement will be the lower of the two options.

<b>Mode of Transportation</b>	<b>Expenses Reimbursed</b>
(a) Employee drives personal car	(a) Mileage, up to the cost of air ticket quote.
(b) Employee drives fiscal agent’s vehicle	(b) Fuel expenses, up to cost of air ticket quote, when impractical to obtain fuel from Central Shops.
(c) Employee drives rental car	(c) Cost of car rental and gas expenses, up to the cost of air ticket quote.

Transportation between worksite/home and airport within SF Bay Area

- Recommended options are public transportation, taxi or shuttle.
- If using personal car:
  - (a) Mileage is reimbursed up to \$15 each way, maximum \$30 total for the related travel.
  - (b) Parking is limited to long-term parking only, maximum of \$18 per day, up to \$120 total for the travel.
  - (c) When using personal vehicle, employee will not be reimbursed for any damages that may occur.

Transportation during the travel between airport and hotel / conference site

The travel reimbursement policy with regards to transportation between and airport and hotel/conference site is as follows:

- Recommended options are public transportation, shuttle, or taxi.
- Car rental is reimbursable if the requirements stated in the Use of Vehicles section are met.
- For overnight travel in which employee or traveler uses personal, City, or rental vehicle, the maximum reimbursement for overnight hotel parking is limited to the lowest available rate.

## LODGING AND MEALS

### Lodging

The most economical and practical accommodations available considering the purpose of the meeting, and other relevant factors will be reimbursed. For travel within the United States, the maximum reimbursement is the lesser of either the federal GSA (General Services Administration) *per diem* rate for lodging or the rate used by the home jurisdiction of the traveler or employee. To stay within the maximum rates, conference discount rates and “government rates” should be used whenever possible.

If the home jurisdiction rate exceeds the federal GSA *per-diem* rate, the employee or traveler will be reimbursed only up to the GSA rate. Any amount exceeding the GSA rate will be the responsibility of the home jurisdiction of the employee or traveler. Similarly, if the GSA rate exceeds the rate of the home jurisdiction, the employee or traveler will be reimbursed only up to the rate of the home jurisdiction.

Federal domestic and foreign lodging, maximum travel *per diem* allowances, meals and incidental expense breakdown are available from the U.S. General Services Administration website: [www.gsa.gov](http://www.gsa.gov).

In rare circumstances, with appropriate pre-approval and justification of business need, employees may be reimbursed beyond the federal *per diem* rate. An itemized hotel bill is always required for reimbursement to be made. Reimbursement should be for the single room rate.

### Conference Hotel

- If conference hotel lodging rates exceed the federal rate, actual expenses will be reimbursed when documentation of the conference lodging rate and a receipt are provided.
- Hotels recommended by the conference or overflow hotels with a conference rate will be reimbursed when documentation of the conference lodging rate and a receipt are provided.
- If a hotel is listed as recommended/overflow hotel but does not have a documented conference rate, reimbursement will be for actual expenses, with maximum reimbursement up to the conference hotel rate only. If there are multiple conference hotels with a range of rates, the maximum reimbursement for the overflow hotel is up to the highest rate among the published conference hotels.
- For hotels not listed in the conference material, reimbursement will be for actual expenses, with the maximum up to the conference hotel rate or the GSA rate, whichever is lower.
- Required documentation of the conference lodging rate includes a copy of conference registration information showing location, dates of conference, conference hotel(s), and single room rate. Documentation of the conference hotel rate must be provided.

### Lodging in Excess of Federal *per diem* Rate



In situations where an employee is unable to find lodging at the GSA rate, or business circumstances require employee to stay in a hotel that exceeds the federal *per diem* rate (e.g. lodging during a special event), reimbursement will be allowed if all of the following requirements are met:

- (a) Written pre-approval by the General Manager.
- (b) Justification of business need and demonstration of most economical and practical, (i.e. the only lodging within federal *per diem* rate is located a long distance from the meeting site and would require a car rental or costly taxi ride, which in total exceeds the cost of the higher lodging rate).
- (c) Itemized hotel bill must show the employee obtained the “Government Rate” and the rate is reasonable, not to exceed one and a half times the federal *per diem* rate.

If these requirements are not met, the reimbursement will be reduced to 1.5 times the federal *per diem* rate.

#### City Not on the Continental U.S. (CONUS) *per diem* Listing

If a city is not listed, check to ensure that the county within which it is located is also not listed. On the GSA website is a link to the National Association of Counties-County Search (<http://www.naco.org/counties/pages/citysearch.aspx>) which can help determine the county in which a destination is located.

- If the city is not listed, but the county is, then the *per diem* rate is the rate for that entire county.
- If the city and the county are not listed, then that area is considered to be a Standard CONUS; refer to <https://www.gsa.gov/portal/content/104877> for the current CONUS rates for lodging, meals, and incidentals.

#### Lodging for Travel within Local Commuting Area

- Lodging for travel within the local commuting area requires written pre-approval by the Chief Financial Officer. The Grant Management Unit is required to maintain documentation of the pre-approval and the justification of business need with the employee travel claim document.
- For the fiscal agent, local commuting area is defined as within the nine Bay Area counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma.

#### Meals and Adoption of the Federal Meal and Incidental Expenses (M&IE) Rate

Meals and Incidentals are reimbursed according to the guidelines below if the travel is overnight and is pre-approved as an exception by the Chief Financial Officer. The federal rate for meal and incidental expenses (M&IE) will be paid without itemization of expenses or receipts. If an officer or employee chooses to request specific reimbursement for meals, original itemized receipts are required. For employee travel, the maximum meal reimbursement is up to the federal *per diem* rate.



Each city in the federal rate guide has a dollar value for the full day depending on the relative cost of meals in that jurisdiction. Once you obtain the total dollar value, you can refer to this table to determine the rates for each meal:

Federal Domestic Meal & Incidental Expense (M&IE) Rates

<b>M&amp;IE RATE (FULL DAY)</b>	<b>\$ 51</b>	<b>\$ 54</b>	<b>\$ 59</b>	<b>\$ 64</b>	<b>\$ 69</b>	<b>\$ 74</b>
Continental Breakfast/Breakfast	\$ 11	\$ 12	\$ 13	\$ 15	\$ 16	\$ 17
Lunch	\$ 12	\$ 13	\$ 15	\$ 16	\$ 17	\$ 18
Dinner	\$ 23	\$ 24	\$ 26	\$ 28	\$ 31	\$ 34
Incidentals	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5

The first and last day of travel *per diem* is reimbursed at 75% of the regular GSA rate. The Table below lists the GSA’s *per diem* amount employees receive on the dates of the departure (first travel day) and their return (last travel day).

Federal Departure and Return Day M&IE Rates

<b>M&amp;IE RATE (FULL DAY) <i>per diem</i></b>	<b>FIRST &amp; LAST DAY OF TRAVEL <i>per diem</i></b>
\$51	\$38.25
\$54	\$40.50
\$59	\$44.25
\$64	\$48.00
\$69	\$51.75
\$74	\$55.50

Conference Provided Meals

- If one or more meals are included as part of a conference registration fee, only the remaining meals and incidental expense rate from the above chart may be charged. A copy of the conference schedule and any other conference information must be attached to the travel claim documentation.
- You cannot claim *per diem* in lieu of conference provided meals. There are no exceptions allowed.

Incidental Expenses

The \$5 Incidental *per diem* is paid for every day of the trip, including travel days. This amount includes expenses for:

- Transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained within walking distance of the conference/training site or hotel.
- Fees and tips given to porters, baggage carriers, bellhops, hotel maids and stewards.
- Mailing costs associated with filing travel vouchers.

#### Travel In the Local Commuting Area

- Does not qualify for the *per diem* reimbursement (e.g. attending conferences, meetings, trainings, etc.) The only exception for allowing meal *per diem* is when employee was pre-approved by the Chief Financial Officer for overnight travel/lodging within the nine Bay Area counties.

#### Day Trips/Same Day Travel (e.g. for Conference, Training, Meeting, etc.)

- There is no meal *per diem* for day trips or same day travel.

#### Other Expenses

Other expenses associated with and incurred in the performance of BAUASI business while in travel status, deemed necessary and reasonable by the Chief Financial Officer, are reimbursable. These include:

- Ground transportation (to or between the officer or employee's work site and airport, bus station, train depot and the meeting or lodging site and return);
- Parking fees, bridge tolls; and/or
- Necessary business telephone charges, copying charges, and business-related internet access.

These expenses are to be reviewed by the Chief Financial Officer and only approved if deemed reasonable and proper.

#### Travel Change or Cancellation Fee

- Travel agencies or airlines charge up to \$150 for itinerary changes and cancellation fees when an employee changes or cancels a flight reservation. If this situation arises, the employee must submit written justification explaining the reason/business need for the itinerary change or cancellation, including approval from the General Manager in order for a change/cancellation fee to be reimbursed.
- For a cancelled air ticket, the amount paid is credited to the employee's name.
  - (a) If air ticket was booked through a City travel agency, the Grant Management Unit is responsible for monitoring the use of the credit and ensuring the use is for authorized official business travel only.
  - (b) If booked on-line directly by the employee, the City will reimburse for the cancellation fee if a justifiable business reason for cancellation is provided and approved by the

Chief Financial Officer. The City will not reimburse the employee for the cancelled air ticket.

#### Business Calls, Fax and Internet Usage

- Employees or travelers will be reimbursed for reasonable usage with original receipt.
- Business purpose and justification of need required must be documented.
- Identify all business internet charges, business calls, faxes, etc. on the hotel bill.

#### Other Reimbursable Expenses

Other expenses associated with and incurred in the performance of BAUASI business while on travel, deemed necessary by the Chief Financial Officer, are reimbursable. These include:

- Ground Transportation (to or between the employee's work site and airport, bus station, train depot and the meeting or lodging site and return);
- Parking fees, MUNI, BART, and Bridge tolls; and
- Necessary business charges like: telephone charges, copying charges, and business-related internet access charges.

Original receipts are required for all other travel and official expenses related to official BAUASI business. The only exceptions are Toll/Bart/Muni/parking meter/public telephone costs which are reimbursable without receipts.

Reimbursements will not exceed the necessary and reasonable amount as determined by the Chief Financial Officer. If there is any question about these provisions, please obtain authorization from the Chief Financial Officer in advance of the travel to ensure that reimbursement above these rates will be allowed.

#### Non-Allowable and Non-Reimbursable Costs:

The following items will not be reimbursed unless highly unusual circumstances have occurred and written pre-approval was obtained from the Chief Financial Officer.

<b>Type</b>	<b>Examples</b>
Travel/Transportation	<ul style="list-style-type: none"><li>• Unjustified car rental and/or upgrade from standard compact size vehicle.</li><li>• Auto/flight/travel insurance.</li><li>• Air travel ticket higher than coach/economy class.</li><li>• Parking/moving violation tickets or other penalties for infractions of any law; repair of automobiles and towing charges.</li><li>• Passport application fees.</li><li>• Unjustified cancelled travel tickets and change/cancellation costs.</li></ul>
Lodging	<ul style="list-style-type: none"><li>• Unjustified lodging in excess of federal <i>per diem</i> rate.</li></ul>

	<ul style="list-style-type: none"> <li>• Lodging other than “standard” room rate. Upgrades are not reimbursable.</li> <li>• Payment for accommodation with friends/relatives.</li> <li>• Unjustified lodging during training/meetings within the nine Bay Area counties.</li> <li>• Hotel movies.</li> <li>• Unjustified internet access.</li> </ul>
Meals	<ul style="list-style-type: none"> <li>• Reimbursement for meals unless travel is overnight and pre-approved as an exception by the General Manager or provided for in employee MOU.</li> <li>• Unjustified meal expenses in lieu of conference provided meals.</li> <li>• Alcoholic beverages.</li> </ul>
Other Expenses	<ul style="list-style-type: none"> <li>• Boarding cost of pets; additional daycare costs for children during business travel.</li> <li>• Excessive phone calls from hotels when traveling.</li> <li>• Personal laundry/dry cleaning for trips less than 7 days.</li> <li>• Upgrades</li> </ul>

## QUESTIONS AND ANSWERS

*Q: What is the policy regarding using the Fiscal Agent’s approved vendors vs. employee booking air travel directly?*

**A:** Employees have the option of purchasing air tickets from the fiscal agent’s approved vendor or on-line directly. If employees choose to purchase air travel on-line directly, they must document and demonstrate this option is the most economical by obtaining a comparative quote from a City vendor for the travel dates.

*Q: Can I book air travel for other than coach/economy class?*

**A:** No. Airfare should be coach/economy class only. Business class is not reimbursable. Upgrades are not reimbursable.

*Q: If an airline charges for checked luggage, what is the policy for reimbursing baggage check-in expenses? What documentation is required?*

**A:** The BAUASI will reimburse the cost of the first checked bag only. Additional baggage check-in costs will be reimbursed with justification explaining the business need for extra luggage. Original receipt required for reimbursement.

*Q: What expenditures are reimbursed when I drive my personal vehicle, a city vehicle, or a rental car?*

**A:**

Mode of Transportation	Expenses Reimbursed
(a) Employee drives personal car	(a) Mileage

(b) Employee drives city vehicle	(b) Fuel expenses (with justification why employee was unable to obtain fuel from Central Shops)
(c) Employee drives rental car	(c) Cost of car rental and gas expenses

**See “Transportation” section for additional information and requirements.**

*Q: Does my lodging receipt need to be itemized?*

**A:** Yes, hotel lodging receipt must be itemized listing all expenses (room, tax, phone calls, etc.) separately. The receipt must also have a zero balance showing the payment was made. If a hotel bill with zero balance is not available, submit the itemized hotel bill along with a copy of the credit card statement showing payment was made.

*Q: If the conference hotel is not available (i.e. fully booked), can I stay at one of the conference provided list of recommended hotels or over flow hotels?*

**A:** Yes, conference recommended hotels or overflow hotels with a conference rate will be reimbursed when documentation of the conference lodging rate and a receipt are provided. Reimbursement should be for the single room rate.

*Q: For domestic travel, what if a city is not listed on the CONUS per diem website?*

**A:** If a city is not listed, check to ensure that the county within which it is located is also not listed. The GSA website has a link to the National Association of Counties which can help determine the county in which a destination is located. If the city is not listed, but the county is, then the *per diem* rate is the rate for that entire county. If the city and the county are not listed, then that area is considered to be a Standard CONUS location; refer to <https://www.gsa.gov/portal/content/104877> for the current CONUS rate for lodging, meals, and incidental expenses.

*Q: Can the BAUASI pay an employee’s family/friends for lodging or other expenses when employee stays with family/friends during business travel?*

**A:** No.

*Q: When employees or travelers stay with family/friends during business travel and therefore do not incur lodging expense to the BAUASI, can employees or travelers be reimbursed for buying family/friends thank you flowers, or meals, etc.*

**A:** No.

*Q: Can I claim meal per diem if I find the conference meals unhealthy or insufficient?*

**A:** Generally no; an exception can be given if written justification is provided and approved by the General Manager and the Chief Financial Officer.

*Q: Can I claim meal per diem if the event only provides hors d’oeuvres/appetizers during a reception and not a complete meal?*

**A:** The *per diem* can be requested only if the employee certifies in writing that only drinks and hors d’oeuvres/appetizers were provided.

*Q: When traveling between cities, and the employee has a meal during transit through an airport, what per diem rate should be used?*

**A:** The employee should use the destination city’s *per diem* rate.

**Q:** *Is alcohol and/or corkage expense reimbursable?*

**A:** No, alcohol/corkage reimbursement is not allowed.

**Q:** *Can the employee or traveler be reimbursed for meals if travel is for required training?*

**A:** Yes, as long as the travel is overnight and the Chief Financial Officer has pre-approved the exception.

**Q:** *For foreign travel, what if a location is not listed for per diem under the country to which the employee is traveling?*

**A:** Any location not listed for *per diem* under a country takes the "Other" rate GSA administers and publishes for that country. An unlisted suburb of a listed location takes the "Other" rate, not that of the location of which it is a suburb.

**Q:** *What is the BAUASI's policy for reimbursing internet, fax and phone calls for business?*

**A:** Employees or travelers will be reimbursed for reasonable usage. Business purpose and justification of need must be documented and original receipts provided. Identify all business calls, faxes, etc. on the hotel bill.

**Q:** *Can I combine personal travel with official business (i.e. personal travel before/after/or in between business trips)?*

**A:** An employee or traveler may combine personal travel with business travel when pre-approved in writing by the Chief Financial Officer. The BAUASI is responsible only for the official business portion of the trip. When travel on business is extended for personal reasons, before, in between, and/or after official business travel, no personal expenses can be included on the travel expense voucher claim form. The employee or traveler must obtain a quote from an approved vendor of the fiscal agent showing the cost of roundtrip ticket for most economical and direct travel to/from the business destination for the dates of official business. This quote will be used for comparison and reimbursement purposes. Employee or traveler must pay for the personal portion of the airfare expense. When combining personal travel with official business travel, there is no reimbursement for lodging, meal *per diem*, or any other expense incurred before/in between/after the conference/official business starts /concludes.

**Q:** *Is the \$5 incidental per diem given on travel days?*

**A:** Yes, incidental *per diem* is allowed for travel as long as the trip is overnight and pre-approved as an exception by the Chief Financial Officer.

**Q:** *What is the guideline for giving tips?*

**A:** For tips not covered by the GSA incidentals *per diem*, the amount should generally be 15%.

**Q:** *What does incidental expense per diem include?*

**A:** It includes: transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained within walking distance of the conference/training site or hotel; fees and tips given to porters, baggage carriers, bellhops, hotel maids and stewards; mailing costs associated with filing travel vouchers.

*Q: When on foreign travel for official business, what does the M&IE incidental cover?*

**A:** Separate amounts are established for lodging and meals plus incidental travel expenses (M&IE). The maximum lodging amount is intended to substantially cover the cost of lodging at adequate, suitable and moderately-priced facilities. The M&IE portion is intended to substantially cover the cost of meals and incidental travel expenses such as laundry and dry cleaning.

*Q: For international business travel, are passports and visas reimbursable expenses?*

**A:** Visas are reimbursed with original receipt. Passport expenses are not reimbursable.

*Q: What documentation do I need to provide for currency conversion when foreign/ international travel for official business?*

**A:** International travel expenses must be converted to U.S. dollars. Conversion rate should be calculated for the date the expense was incurred. Include proof of the currency exchange rate. Proof can be in the form of (1) receipts obtained by the employee during travel or (2) a copy of the employee's credit card statement showing the travel expense or (3) a print out from the OANDA.com website or other conversion website using the date shown on the receipt(s).

*Q: If an employee or traveler pays for conference registration in advance can they be reimbursed before the conference date?*

**A:** No, all employee reimbursements should be approved after the conference has completed.

*Q: Am I required to provide printouts from an online map service such as Google Maps or MapQuest to be reimbursed for mileage?*

**A:** No, either an odometer reading, or a printout from an automated mapping program are acceptable by the Grant Management Unit, as long as the mileage is reasonable.

# Bay Area UASI

## Bay Area UASI Manual Updates

*Approval Authority Meeting*

*Agenda Item 4*

*August 10, 2017*

Mary Landers, Regional Grants Manager







# 2 Guidance Manuals

## UASI Management Team Policies and Procedures Manual

Last approved Aug. 2013

&

## Grants Manual

Last approved Oct. 2013



# Purpose of Documents

## **Management Team Policies & Procedures Manual**

- Administrative standards, policies, & procedures for UASI Management Team

## **Grants Manual**

- Regional standards, policies, and processes for grant and project management and administration



# Changes to Management Team Manual

- Added a Fraud Policy
- Updated the Organization Chart
- Updated the Performance Plan Template
- Updated the Travel Policy
- Added Continuity of Operations Plan (COOP)



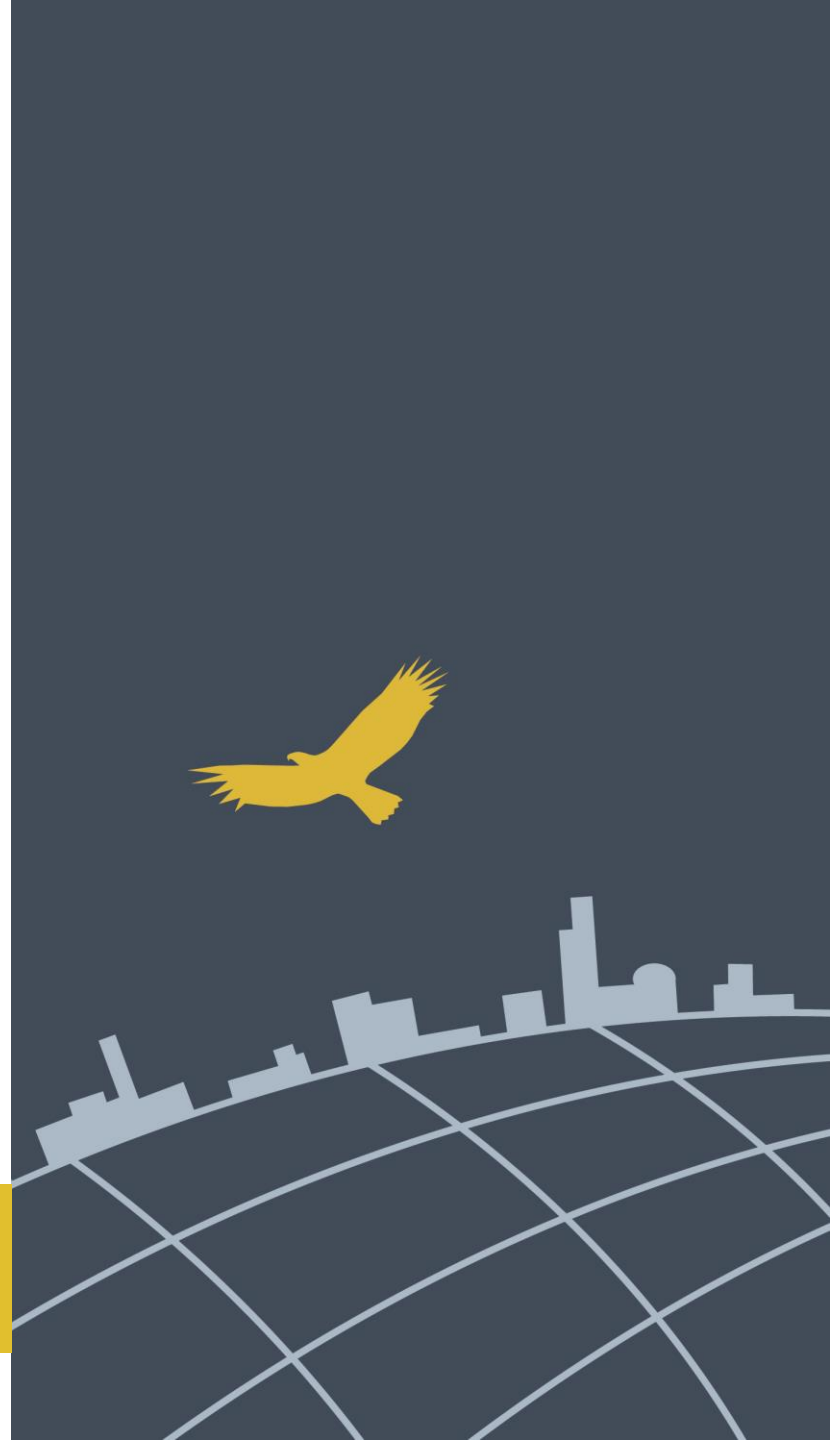
# Changes to Grant Manual

- Updated Project Cycle Information
- Updated Compliance policies and procedures to reflect federal changes
- Updated financial guidelines – including procurement, monitoring, and auditing
- Updated templates and Travel Policy

# Thank you!



Bay Area UASI





**To: Bay Area UASI Approval Authority**  
**From: Janell Myhre, Regional Program Manager**  
**Date: August 10, 2017**  
**Re: Item 5: Stakeholder Feedback Report**

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**Staff Recommendation:**

No recommendation

**Action or Discussion Items:**

Discussion, Possible Action

**Background:**

As part of the annual program planning process, the UASI program team conducts multi-agency meetings across the region to discuss stakeholder priorities. Views on how the Bay Area UASI team can assist in achieving these goals, as well as the impact of past Bay Area UASI initiatives and efforts are discussed. This information is used to better scope projects and ensure Bay Area UASI funds are spent to effectively address identified gaps and build related capabilities.

These conversations are planned annually in the spring with all Bay Area UASI jurisdictions. Stakeholder participation includes local jurisdiction leadership staff from Law Enforcement, Fire, Emergency Management and regional Public and Medical Health agencies.

**Discussion:**

At the November 10, 2016 Approval Authority meeting, a briefing was provided on the October 2016 multi-agency meetings. Over the past several months, the Bay Area UASI Regional Program Manager has reached out to OES Managers across the region to review and update stakeholder input to ensure local government needs are being met.

Overall, OES Managers felt the multi-agency meetings were a valuable process and they fostered good discussions. The majority of the jurisdictions' objectives from October 2016 remained the same and they looked forward to meeting again in April 2018.

During the recent stakeholder outreach discussions, the following general themes emerged:

- The July 2017 local Operational Area and core city care and shelter tabletop exercises should result in a successful region-wide Yellow Command exercise in September. This work is providing valuable input into city and operational area planning, as well as re-building American Red Cross relationships.
- Advances have been made in building local communications and technology capability gaps.
  - WebEOC boards have been developed, deployed, and trained for in areas such as EOC status, road closures, statewide key contacts, shelter locations, and related details.
  - A Bay Area Mass Notification Conference is planned for spring 2018 with a focus on sharing best practices, providing vendor training, and lessons learned from state and national experts.
  - Better integration of urban areas' interoperable communications planning and governance has occurred with rural counties, such as Monterey and Solano.
- Emergency plans can sometimes be too theoretic. Simplifying planning documents for use as EOC operational tools during the first 24-72 hours will be helpful. A number of stakeholders see a need for pre-populated mission and resource requests and pre-scripted notification and warning messages.

**Next Steps:**

The Bay Area UASI program team will use this feedback as continuing input to regional project activities. The next cycle of formal Bay Area UASI program stakeholder outreach meetings are planned for spring 2018. Findings from these meetings will be reported to the Approval Authority in July 2018.



**To: Bay Area UASI Approval Authority**  
**From: Captain Jack Tucker, Urban Shield Incident Commander**  
**Janell Myhre, UASI Regional Program Manager**  
**Date: August 10, 2017**  
**Re: Item 6: Urban Shield 2017 Planning Update**

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**Staff Recommendation:**

No recommendation

**Action or Discussion Items:**

Discussion, Possible Action

**Discussion:**

This presentation will provide an exercise planning update for the 2017 Urban Shield full scale exercise.

Urban Shield 2017 Incident Commander Captain Jack Tucker and UASI Regional Program Manager Janell Myhre will present exercise planning highlights.

Please find the PowerPoint presentation in Appendix A.



**TRAINING TOGETHER  
RESPONDING AS ONE**



**2017**  
**URBAN SHIELD**

**ALAMEDA COUNTY SHERIFF'S OFFICE**





# URBAN SHIELD OVERVIEW

- September 7-11, 2017
- Over 200 partners and 6,000 volunteers
- Scenario sites in Alameda, San Francisco, San Mateo, and Contra Costa Counties
- Regional Care and Shelter Tabletop Exercise & Virtual Joint Information System Exercise



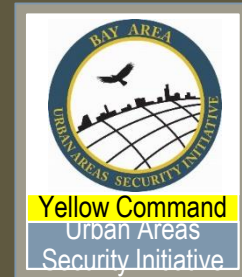
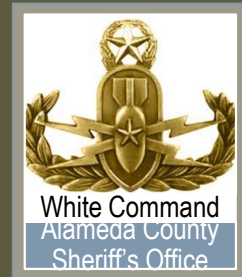
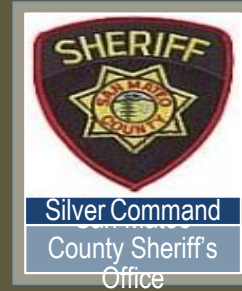
# URBAN SHIELD GOALS

## Main Goals

- Evaluate care and shelter response capabilities across local and state agencies as well as non-governmental and partner organizations.
- Utilize the ICS structure consistent with NIMS and SEMS to control the exercise management activities.
- Evaluate first responders' abilities based on the Bay Area UASI Goals and Objectives.
- Advance interdisciplinary and interagency coordination to prevent, protect against, mitigate, respond to, and recover from all hazards.



# AREA COMMANDS



## SCENARIOS and SITES

- 32 Tactical Special Weapons And Tactics (SWAT ) Scenarios
- 16 Fire Scenarios
- 5 Explosive Ordnance Disposal (EOD) Scenarios
- 4 Medical Checkpoints
- 2 Civilian Training Commands
- 4 Critical Infrastructure agency DOC activations
- Regional Care and Shelter Tabletop Exercise
- Virtual Bay Area Joint Information System Exercise

## NEW CERT/NERT Exercise

- 4 CERT/NERT Scenarios to include
  - Severe Weather Reconnaissance Scenario
  - Mass Casualty Scenario
  - Earthquake Damage Reconnaissance and reporting
  - Light Search and Rescue Scenario to involve Cribbing and a confidence course





# NEW CITIZEN PREPAREDNESS

## Disaster/Emergency Preparedness Fair

- Two Training Classes for Emergency Preparedness
- Earthquake simulator trailer (focus on seniors/disabled)
- Smoke Trailer
- Evacuation Shelter demonstrations
- Exhibitors such as PG&E, Environmental Health, Public Works, Kaiser
- Seminar on Disaster Preparedness for Pets



# FIRE SCENARIOS

## WATER RESCUE

- Navigation skills
- Boom deployment
- Towing & victim recovery
- Rescue task force



## HAZMAT

- Radiation and biological agents
- Chemical warfare, attacks, and leaks
- Oil by rail



## USAR

- Building collapse
- Low-angle rescue
- Heavy lift operations
- Confined space rescue





# CORE CAPABILITIES



**TACTICAL:** 36 Teams  
interdiction and disruption, on scene security

**EOD:** 10 Teams  
on scene security and protection

**FIRE:** 17 Teams (USAR, HAZMAT, Maritime)  
mass search and rescue, environmental response  
safety and health

**MULTI AGENCY COORDINATION**  
mass care services, public information & warning

\*\* All scenarios will be testing operational coordination and operational communications

# Multi Agency Coordination

## 2017 Care and Shelter Capability Building

- Local Plan Evaluations
- Resource Gap Identification Tool
- Workshop Series  
(next is August 23<sup>rd</sup>)
- Shelter Fundamentals Training & Drills
- MOU assessments

## 14 Local Tabletop Exercises

- Alameda County
- City of Oakland
- City of San Jose
- Contra Costa County
- Marin County
- Monterey County
- Napa County
- San Francisco
- San Mateo County
- Santa Clara County
- Santa Cruz County
- Solano County
- Sonoma County



## Regional TTX Objectives

- Discuss *care and shelter response capabilities* across local and state agencies as well as non-governmental and partner organizations.
- Identify *gaps in care and shelter resources* necessary for multi-jurisdictional and region-wide incidents.
- Identify processes for maintaining a *regional common operating picture* and situational awareness.
- Discuss *coordinated use of regional information sharing tools* such as WebEOC, CalEOC, and Cal COP.
- Discuss the integration/coordination of response operations with the *Bay Area Joint Information System* and warning systems.

# Regional TTX Participants

- Alameda County
- City and County of San Francisco
- City of Oakland
- City of San Jose
- Contra Costa County
- Marin County
- Monterey County
- Napa County
- San Benito County
- San Mateo County
- Santa Clara County
- Santa Cruz County
- Solano County
- Sonoma County
- American Red Cross
- CA Dept of Social Services
- Cal OES
- FEMA
- The Salvation Army
- 95th Civil Support Team
- California State Parks



## Multi Agency Coordination Timeline

August 2 – Regional TTX Final  
Planning Meeting

September 6 – Virtual Bay Area JIS  
Exercise

September 7 – Regional Care &  
Shelter TTX

# Questions?







**To: Bay Area UASI Approval Authority**  
**From: Corey Reynolds, Regional Project Manager**  
**Date: August 10, 2017**  
**Re: Item 7: Cybersecurity Program Analysis**

---

**Staff Recommendation:**

No recommendation

**Action or Discussion Items:**

Discussion, Possible Action

**Background:**

From January through May 2017, the Bay Area UASI Management Team partnered with a graduate student at the Goldman School of Public Policy at the University of California, Berkeley, to develop a basic framework for considering regional cybersecurity initiatives. The analysis identifies best practices from other regions and jurisdictions, and delivers a set of 11 options to consider for advancing cybersecurity capacity in the Bay Area.

**Discussion:**

Regional Project Manager Corey Reynolds will brief out on the results of the analysis, "Opportunities to Enhance Cybersecurity in the Bay Area". The attached Appendix A is an accompanying PowerPoint presentation.

# Bay Area UASI

## “Opportunities to Enhance Cybersecurity in the Bay Area”

*Approval Authority Meeting*

*Agenda Item 7*

*August 10, 2017*

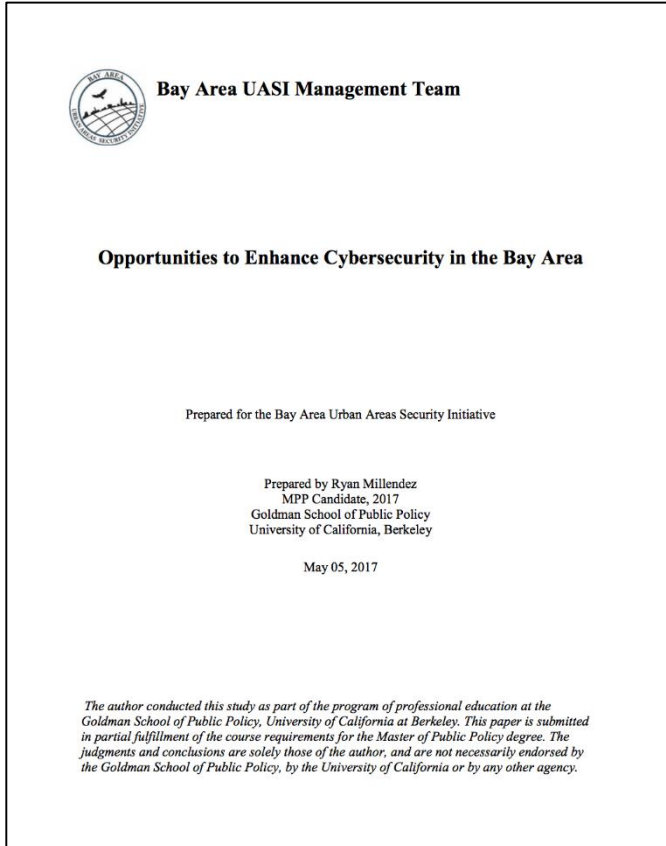
Corey Reynolds, Regional Project Manager







# Background



**Ryan Millendez, MPP**

Goldman School of Public Policy  
University of California, Berkeley

January – May 2017

- Provides a basic framework for considering cybersecurity initiatives to pursue in the Bay Area
- Delivers an initial set of potential cybersecurity program options
- Provides external examples of municipal and region cybersecurity initiatives



# Context

## FY18 Regional Risk and Gap Report

Risk & Gap	Core Capability	Risk Relevance	Level of Ability	Gap Level
1	Infrastructure Systems	6	17%	Needs Extra Attention
2	Screening, Search, and Detection	4	29%	Needs Extra Attention
3	Supply Chain Security and Integrity	12	29%	Needs Extra Attention
4	Access Control and Identity Verification	20	25%	Needs Attention
5	Cyber Security	1	41%	Needs Attention
6	Mass Care Services	15	38%	Needs Attention
7	Physical Protective Measures	17	35%	Needs Attention
8	Critical Transportation	22	30%	Needs Attention
9	Public Information and Warning	3	46%	Needs Attention
10	Forensics and Attribution	5	47%	Needs Attention
11	Interdiction and Disruption	8	53%	Needs Attention
12	Operational Communications	10	55%	Needs Attention
13	Community Resilience	16	53%	Needs Attention
14	Environmental Response, Health and Safety	21	46%	Needs Attention
15	Logistics and Supply Chain Management	27	23%	Needs Attention
16	Situational Assessment	23	47%	Sustain
17	Natural and Cultural Resources	29	25%	Sustain
18	Health and Social Services	32	18%	Sustain
19	Intelligence and Information Sharing	7	69%	Sustain
20	Fire Management and Suppression	18	59%	Sustain
21	Mass Search and Rescue	9	70%	Sustain
22	Fatality Management Services	24	52%	Sustain
23	On-Scene Security and Protection	2	73%	Sustain
24	Risk and Disaster Resilience Assessment	11	75%	Sustain
25	Planning	15	72%	Sustain
26	Long-Term Vulnerability Reduction	30	33%	Sustain
27	Risk Management - Protection Program & Activities	14	78%	Sustain
28	Housing	26	44%	Sustain
29	Economic and Community Recovery	28	40%	Sustain
30	Threat and Hazard Identification	13	90%	Sustain
31	Public Health and Medical Services	25	58%	Sustain
32	Operational Coordination	31	75%	Sustain



# Lines of Effort

1. Organizational Planning and Resilience
2. Information Sharing
3. Technology Procurement and Development
4. Workforce Development
5. Engagement with the Private Sector and General Public



# Next Steps

- Establish a regular, formal “Cyber Resilience Workgroup”
  - Build cooperative relationships between information technology, emergency management, and law enforcement sectors and between jurisdictions
  - **Kickoff Meeting: August 31, 10am-12pm**
- Strategic planning for new initiatives that takes into account workgroup input, findings of analysis, and other successful regional programs
- Continue supporting successful and popular NCRIC programs
  - Training
  - Information Sharing

# Bay Area UASI

Questions?

Corey Reynolds

Regional Project Manager

415.353.5231





**To: Bay Area UASI Approval Authority**

**From: Alison Yakabe, Lead Cyber Analyst, Northern California Regional Intelligence Center**

**Date: August 10, 2017**

**Re: Item 8: NCRIC Cyber Program Update**

---

**Staff Recommendation:**

No recommendation

**Action or Discussion Items:**

Discussion, Possible Action

**Discussion:**

The Northern California Regional Intelligence Center (NCRIC) Cyber Security Program was established in August 2013. Over the years, the program has provided cyber training to public and private sector end users; collaborated with state and federal partners on current cyber trends, tactics, and strategies; and provided on-site vulnerability/risk assessments and network monitoring to UASI stakeholders and partners.

Alison Yakabe will present a report out on the notable accomplishments made by the NCRIC Cyber Security Unit during the past twelve months.

# Update on NCRIC Cyber Threat Unit To the Bay Area UASI

REPORTING PERIOD: JULY 2016 – JULY 2017





# NCRIC Cyber Unit

Provides strategic threat intelligence, network security services, outreach, and training to local and regional affiliates



# Strategic Threat Intelligence

- Monthly written products
  - Vulnerabilities for general users and IT personnel
  - Cybersecurity Update
- Alert Bulletins
- Exercises
  - Cyber Shield 2017, Yellow Command, Sandia

# Network Security

- Vulnerability assessments
- Phishing exercises
- Statewide initiative

# Outreach

- Briefings
  - NFCA, HSIN-Intel, NH-ISAC, BACIAA, Marin Hospitals, National Center for Manufacturing Sciences
- Involvement with industry groups and stakeholders

# Outlook

- Cyber Resilience Working Group
- Cyber SAR reporting
- Security assessments
- End-user training



[NCRIC.ORG](http://NCRIC.ORG)



**To: Bay Area UASI Approval Authority**  
**From: Corey Reynolds, Regional Project Manager**  
**Date: August 10, 2017**  
**Re: Item 9: Bay Area UASI Interoperability Analysis**

---

**Staff Recommendation:**

No recommendation

**Action or Discussion Items:**

Discussion, Possible Action

**Background:**

From January through May 2017, the Bay Area UASI Management Team partnered with a graduate student at the Goldman School of Public Policy at the University of California, Berkeley, to develop an assessment of data interoperability and help strategically identify potential next steps for the Bay Area UASI region. The analysis also provides information from FirstNet and five early builders to help inform the Bay Area's approach to preparing for FirstNet deployment and mission-critical data interoperability.

**Discussion:**

Regional Project Manager Corey Reynolds will brief out on the results of the analysis, "Improving First Responder Data Interoperability in the Bay Area". The attached Appendix A is an accompanying PowerPoint presentation.

# Bay Area UASI

## “Improving First Responder Data Interoperability in the Bay Area”

*Approval Authority Meeting*

*Agenda Item 9*

*August 10, 2017*

Corey Reynolds, Regional Project Manager





# Background

## Improving First Responder Data Interoperability in The Bay Area



Chloe Brown, MPA Capstone Analytical Project, May 2017  
Prepared for the Bay Area Urban Areas Security Initiative

**Chloe Brown, MPA**

Goldman School of Public Policy  
University of California, Berkeley

January – May 2017

- Describes the state of data interoperability for Bay Area first responders
- Identifies FirstNet implementation challenges
- Provides recommendations on how to address these challenges in a cost-effective, equitable, and politically acceptable way





# Context

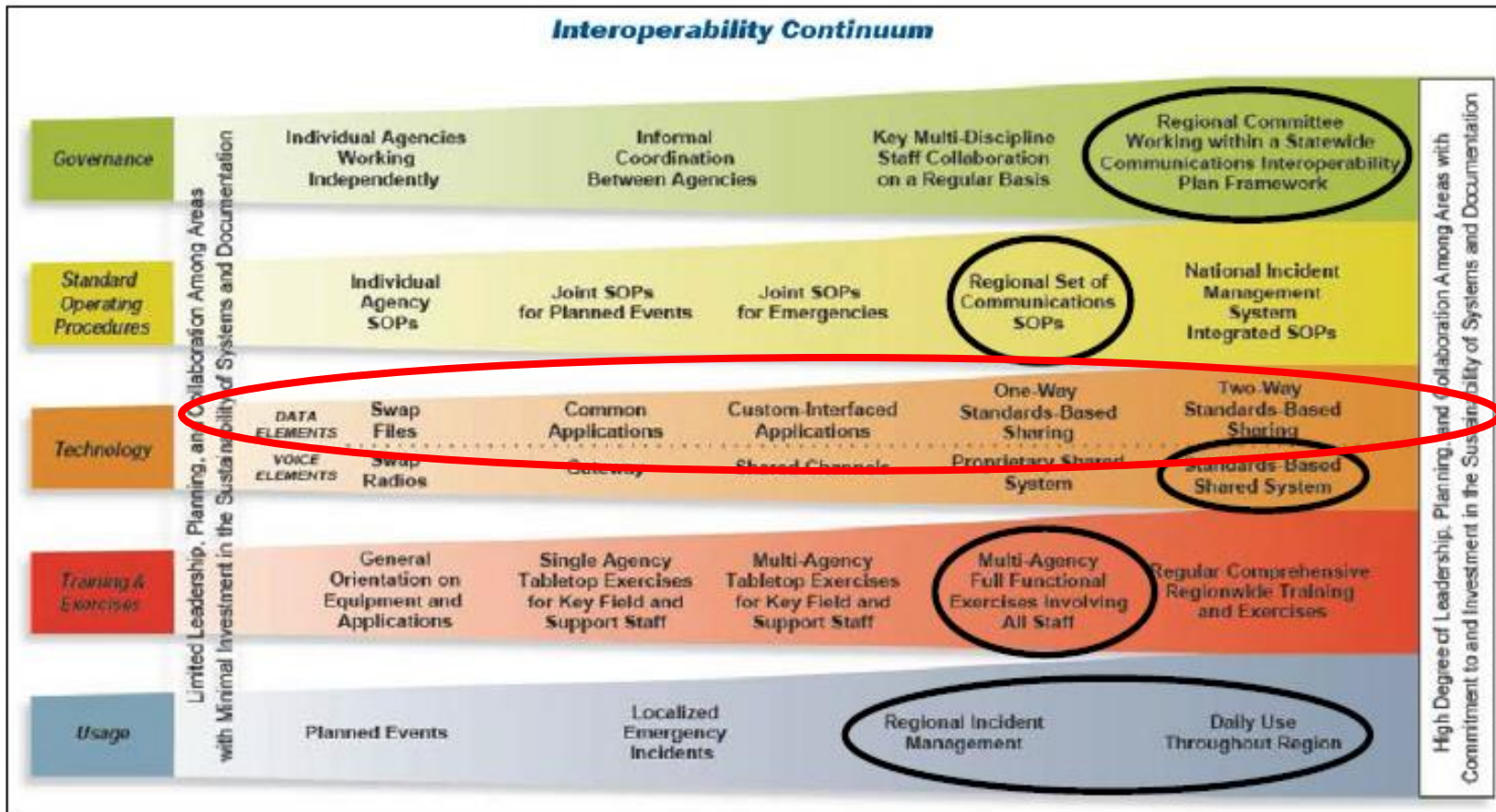
1)



**FirstNet™**

**First Responder Network Authority**

2)





# Data Interoperability Challenges

- FirstNet uncertainty
- Governance
- Operability vs. interoperability investments
- Insufficient end-user training
- Proprietary apps and services



# Key Findings

- Land Mobile Radio (for mission-critical voice) will co-exist with FirstNet and/or other mission-critical data solutions for some time
  - We have lessons learned from LMR deployments → Can avoid similar challenges
- Diverse stakeholders and fragmented regional governance
  - Departments of Technology, CIOs, Public Safety
  - Governance identified as the most challenging obstacle to Bay Area interoperability



# Early Builder Lessons Learned

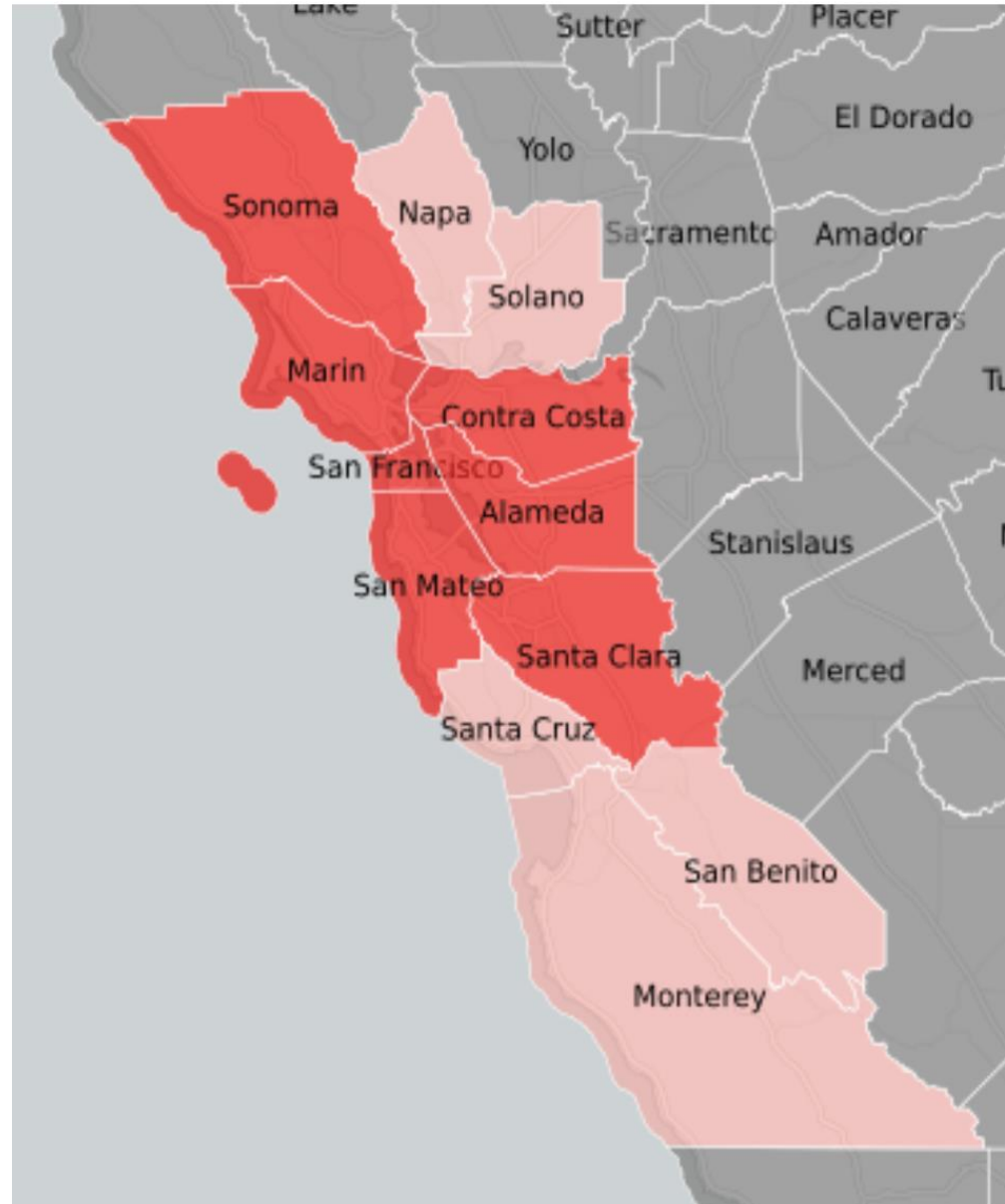


- Application interoperability (not standards-based)
- Limited economies of scale (devices, applications)
- Increased download speeds and capacity



# Recommendations & Next Steps

- Better integrate non-BayRICS members into regional governance and coordination structures
- Further align grant funding incentives to support interoperability
  - PRND Equipment Model
- Technology roadmapping
- Shared/regional policies related to data sharing
- Provide opportunities for end-user training
  - BayRICS FY18 UASI Grant



# Bay Area UASI

Questions?

Corey Reynolds

Regional Project Manager

415.353.5231







**To: Bay Area UASI Approval Authority**  
**From: Tristan Levardo, CFO**  
**Date: August 10, 2017**  
**Re: Item 10: FY15 Bay Area UASI Spending Report**

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**Staff Recommendation:**

No recommendation

**Action or Discussion Item:**

Discussion, Possible Action

**Summary**

The original sub-recipient performance period for FY15 UASI grants is November 1, 2015 – December 31, 2016. Some projects have been granted extra months to complete based on approved justification. The figures below represent spending incurred by jurisdictions.

**Financial Information:**

Jurisdiction	Budget	Spending	Spent %	Committed
Management Team	4,071,801	2,716,860	64%	1,500,024
Alameda	5,572,378	5,553,936	100%	18,442
Benicia	58,553	58,553	100%	
Contra Costa	620,678	596,201	96%	24,477
Fairfield	8,510	8,510	100%	
Marin	127,781	126,698	99%	1,083
Napa	53,069	52,995	100%	74
NCRIC	4,130,746	4,130,746	100%	
Novato	24,999	23,473	94%	1,526
Oakland	1,050,000	839,138	80%	210,862

Salinas	234,240	234,240	100%	
San Benito	68,894	67,851	98%	1,043
San Francisco	3,198,188	2,886,619	90%	311,569
San Jose	1,000,000	790,561	79%	209,439
San Mateo	809,504	776,672	96%	32,832
Santa Clara	942,055	930,361	99%	11,694
Santa Cruz	330,691	290,082	88%	40,609
Solano	119,000	118,907	100%	93
Sonoma	153,830	153,802	100%	28
Total	22,720,000	20,356,205	90%	2,339,318

