



Approval Authority Meeting

Thursday, August 8, 2013

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	Raymond Guzman, City and County of San Francisco
Member	Renee Domingo, City of Oakland
Member	Chris Godley, 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	Sherrie L. Collins, County of Monterey
Member	Carlos Bolanos, County of San Mateo
Member	Christopher Helgren, County of Sonoma
Member	Brendan Murphy, CalOES

General Manager Craig Dziedzic

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

Discussion and possible action to approve the draft minutes from the June 13, 2013 regular meeting or take any other action related to the matter. (*Document for this item includes draft minutes from June 13, 2013.*) 5 mins

3. GENERAL MANAGER'S REPORT

The General Manager will give an update regarding the following:

- a) Update on the 2013 Grants Management Workshops (Discussion)
- b) Hiring Process Update (Discussion)
- c) UASI National Conference Report (Discussion)

(*Documents for this item are a report and an appendix from Craig Dziedzic.*) 10 mins

4. COMMENDATION FOR CAPTAIN KELLY SEITZ

Member Rich Lucia will present a commendation to Captain Kelly Seitz. 5 mins

- 5. CYBER, RECOVERY, AND CITIZEN PREPAREDNESS PROJECTS** (Discussion, Possible Action)
Catherine Spaulding will provide a presentation regarding funding recommendations for Cyber, Recovery, and Citizen Preparedness program areas. Possible action to approve any recommendation(s) or take any other action related to this matter. *(Documents for this item are a report and three appendices from Catherine Spaulding.)* 20 mins
- 6. NORTHERN CALIFORNIA REGIONAL INTELLIGENCE CENTER (NCRIC) DOMAIN ASSESSMENT** (Discussion)
Elizabeth McCracken will make a presentation regarding the NCRIC's Domain Assessment. *(Elizabeth McCracken will make an oral presentation for this item.)* 10 mins
- 7. UASI MEMORANDUM OF UNDERSTANDING AND BY-LAWS** (Discussion, Possible Action)
Amiee Alden will provide an update on the Approval Authority MOU and Bylaws. Possible action to support any recommendation(s) or take any other action related to this matter. *(Documents for this item are a report and two appendices from Amiee Alden.)* 15 mins
- 8. UPDATES TO THE MANAGEMENT TEAM POLICIES AND PROCEDURES** (Discussion, Possible Action)
Catherine Spaulding will provide an update to the Management Team Policies and Procedures. Possible action to support any recommendation(s) or take any other action related to this matter. *(Documents for this item are a report and an appendix by Catherine Spaulding.)* 5 mins
- 9. UPDATE ON FY11 AND FY12 UASI GRANT SPENDING** (Discussion, Possible Action)
Tristan Levarado will provide an update on the FY11 and FY12 UASI Grant Spending. Possible action to support any recommendation(s) or take any other action related to this matter. *(Documents for this item are two reports from Tristan Levarado.)* 5 mins
- 10. EXPENDITURE REPORT ON TRAVEL** (Discussion, Possible Action)
Tristan Levarado will provide an update of the expenditures for Travel. Possible action to approve any recommendation(s) or take any other action related to this matter. *(Document for this item is a report from Tristan Levarado.)* 5 mins
- 11. REPORT FROM THE BAY AREA REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM JOINT POWERS AUTHORITY (BayRICS JPA)** (Discussion, Possible Action)
Report from Barry Fraser regarding the BayRICS JPA. Possible action to approve the report or take any other action related to this matter. *(Document for this item is a report from Barry Fraser.)* 10 mins
- 12. TRACKING TOOL** (Discussion, Possible Action)
Review the tracking tool for accuracy and confirmation of deadlines. Possible action to add or clarify tasks for the Management Team or take other action related to the tracking tool. *(Document for this item is the UASI Approval Authority Tracking Tool.)* 5 mins
- 13. ANNOUNCEMENTS-GOOD OF THE ORDER**
- 14. FUTURE AGENDA ITEMS** (Discussion)
The Approval Authority members will discuss agenda items for future meetings.

15. 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.

16. 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 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 Waimen Chee, at least 24 hours prior to the meeting at (415) 353-5223.



**Bay Area UASI Program
Approval Authority Meeting
Thursday, June 13, 2013
10:00 a.m.**

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

**REGULAR MEETING MINUTES
DRAFT**

1. Roll Call

Chair Kronenberg called the meeting to order at 10:20 AM. UASI General Manager Craig Dziedzic took roll and Chair Kronenberg, Members Godley, Collins, Bolanos, Domingo, Murphy, Aston and Casten were present. Vice Chair Lucia and Members Harrison, Guzman and Doyle were absent, but their respective alternates Brett Keteles, Ken Kehmna, Thomas Cleary and Dave Augustus were present.

2. Approval of the Minutes

Motion: Approve the minutes from the May 9 Approval Authority meeting.

Moved: Member Godley **Seconded:** Member Collins

Vote: The motion passed unanimously

Chair Kronenberg moved to item 3.

3. General Manager's Report

- (a) FY 2012-2013 Bay Area UASI Annual Report (Discussion and Possible Action)

Craig Dziedzic, UASI General Manager, provided the FY 2012-2013 Bay Area UASI Annual Report for discussion and approval. Mr. Dziedzic stated that the Annual Report highlighted the Bay Area UASI's accomplishments in enhancing interoperable communication by the completion of BayLoop, the Bay Area's mutual aid and microwave system, expanding training and exercise through the creation of an interactive website, and strengthening information analysis/infrastructure protection through a working partnership with the Northern California Regional Intelligence Center (NCRIC).

Motion: Approve the FY 2012-2013 Bay Area UASI Annual Report

Moved: Member Godley **Seconded:** Member Kehmna

Vote: The motion passed unanimously

(b) Management Team Organization Chart & Annual Work plans (Discussion and Possible Action)

Mr. Dziejdzic reported that the Bay Area UASI Management Team was reorganized and the Organization Chart demonstrated the new changes. He stated that the Organization Chart was divided into three components based upon functionality and each of the components was divided by staff member according to assignments and responsibilities, contract vs. employee status, salaries, jurisdiction, and vacancies.

Mr. Dziejdzic stated that the annual work plan aligns the Management Team's activities with the Bay Area Homeland Security Strategy for enhancing regional capabilities to reduce the risk of terrorism.

Motion: Bay Area Management Team Organization Chart & Annual Work Plans

Moved: Member Keteles **Seconded:** Member Cleary

Vote: The motion passed unanimously

(c) FY 2013/14 Management Team Budget (Discussion and Possible Action)

Mr. Dziejdzic listed the revenue sources and amounts from two grants (11 UASI and 12 UASI) for the FY 2013/14 UASI Management Team that totaled \$3,589,533. In comparison to FY12/FY13, the proposed budget represents a 10.44% reduction.

Motion: FY 2013/14 Management Team Budget

Moved: Member Domingo **Seconded:** Member Kehmna

Vote: The motion passed unanimously

(d) Cancellation of the July 11, 2013 Approval Authority Meeting (Discussion and Possible Action)

Mr. Dziejdzic recommended the cancellation of the July 11, 2013 Approval Authority meeting due to the limited number of items on the agenda. The July agenda items will be reported at the August 8, 2013 meeting.

Motion: Cancellation of the July 11, 2013 Approval Authority meeting

Moved: Member Bolanos **Seconded:** Member Collins

Vote: The motion passed unanimously

4. Report from the Advisory Group

Mike Sena, Chair of the Advisory Group, gave a report regarding the FY13 UASI Grant allocation proposal. He stated that the funding methodology proposal was discussed among the members and a motion was approved to recommend the suggested proposal to the Approval Authority.

Mr. Sena indicated that in August, the Advisory Group will meet to discuss ways to improve the funding allocation cycle by using risk management to determine allocation resources, prioritize the role of those resources by utilizing gap analyses, and use the support and advice from working groups for strategic planning.

5. Training and Exercise Program Update

Dennis Houghtelling, the Regional Training and Exercise Project Manager, provided an update on the Bay Area UASI Regional Training and Exercise Program. Cmdr. Houghtelling presented on the following items:

- Background information on the Training and Exercise Program
- Additional Courses brought to the region
- 2013 Deliverables
- Program Efficiencies

6. Northern California Regional Intelligence Center (NCRIC) Update

Mike Sena provided a status update on the Northern California Regional Intelligence Center (NCRIC). He reported that the NCRIC received four million dollars in funds that will support improvements and future projects in the following areas:

- IT Mechanisms and Information Sharing Systems
- Threat Crime Analysis for the Bay Area
- Threat and Vulnerability Assessments
- All Crime Focus & Interdisciplinary Support
- Special Events Support
- Cyber Threats
- Private Sector and Public Safety Components

The Board discussed the Fusion Center's capabilities regarding Cyber Security and whether the NCRIC has the capacity and personnel to address this goal and allocate funds towards Cyber Security projects and plans.

Mr. Sena introduced Dan Mahoney, a recently retired San Francisco Police Department Captain, as the Deputy Director of the NCRIC.

7. Approval of FY13 UASI Grant Allocations

Catherine Spaulding, Assistant General Manager, reported on the 2013 Homeland Security Grant Program guidance, including the FY13 UASI grant award for the Bay Area UASI, and requested approval for the grant allocation proposal. She indicated that the total funds allocated to the Bay Area UASI are \$27,252,169, which represents an increase of \$828,901 over the FY12 allocation of \$27,252,169. Ms. Spaulding gave an overview of the allocation methodology used to distribute funds to the hubs, major city allocation, sustainment and regional projects, and the Management Team.

Ms. Spaulding indicated that a Cyber Security workshop will be held in September to brainstorm and discuss specific areas of Cyber Security that require funding. Ms. Spaulding stated that she will return to the Board later in the calendar year with recommendations for the allocation of funds for regional Cyber Security projects as well as Citizen Preparedness and Recovery projects.

The Board requested that Mike Sena return in August with a detailed report regarding the specific ways the funds would be expended on Cyber Security projects.

Motion: Approve FY13 Proposal Grant Allocation with additional information focusing in Cyber Security and Citizen Preparedness and Recovery

Moved: Member Godley **Seconded:** Member Kehmna

Vote: The motion passed unanimously

8. RCPGP Catastrophic Plan Full Scale Exercise Integration with Urban Shield 2013 Update

Lani Kent, the Whole Community Project Manager, provided a report on the RCPGP Catastrophic Plan and its integration with the Urban Shield full scale exercise. She indicated that the Regional Catastrophic Planning Team (RCPT) is working with Urban Shield staff to integrate an annual Emergency Operations Center (EOC) exercise, an effort that will institutionalize testing of regional catastrophic plans and ensure the EOC discipline is incorporated into ongoing Urban Shield exercise design.

Ms. Kent, Caroline Thomas-Jacobs, the RCPGP Exercise Director, and Captain Flores, the Urban Shield Liaison, discussed the establishment of the Yellow Command area for the EOC exercise. This will test the components of the Regional Mass Fatality Plan and the Regional Logistics Plan, and provide coordination for a Disaster Mortuary Operational Response Team (DMORT) demonstration that will take place in Contra Costa County.

9. Expenditure Report on the FY12 UASI Grant

Tristan Levardo, UASI Chief Financial Officer, provided a report on the FY12 UASI Grant and indicated that overall spending was 1 percent of the total budget. Mr. Levardo stated that the MOUs for the jurisdictions have been executed and he is expecting to receive significant reimbursement claims in the following months. By the month of August, Mr. Levardo will determine whether unspent funds will be reallocated to the regional procurement of equipment which was approved by the Approval Authority in March 2013.

Mr. Levardo summarized all travel expenses incurred by the Management Team and representatives from various jurisdictions for the period of January 1 to March 31, 2013.

Chair Kronenberg strongly encouraged members to reach out to their Operational Areas to spend FY12 UASI funds and submit reimbursement claims to the Management Team in order to increase the total spending percentage from 1 to 15 by August. Mr. Levardo will provide an additional update on these expenditures in August.

10. Report from The Bay Area Regional Interoperable Communications System Joint Powers Authority (BayRICS JPA)

Barry Fraser, General Manager for the BayRICS JPA, reported on May's BayRICS Authority meeting and indicated that the Board of Directors had appointed him as the permanent General Manager for the BayRICS Authority. The Board also adopted an Interoperable Voice Communications Status Report and directed staff to distribute the report to stakeholders. The BayRICS JPA further designated the County of Alameda to serve as Treasurer for the BayRICS Authority and adopted minor Bylaws changes, which included a change that allows Technical Advisory Committee (TAC) members to recommend alternates to serve in the primary member's absence.

Mr. Fraser also gave an update and overview of the following:

- BayLoop
- FirstNet Western States Consultation Workshop
- Public Safety Communications Research Conference
- Spectrum Lease Negotiations
- NTIA Suspension Lift

11. Tracking Tool

Chair Kronenberg requested that Mike Sena's Cyber Security Plan and an update on the FY12 UASI Grant from Tristan Levardo be added to the tracking tool. Chair Kronenberg requested that the Resource Inventory Project report (originally scheduled for the August meeting) be moved to a future date. She also requested that the August agenda include a written report on the National UASI Conference and an update on the MOUs and By-laws. She further requested that the CAD project report be moved to September.

12. Announcements-Good of the Order

Craig Dziedzic indicated that Julie Linney, the CBRNE Project Manager, was returning to Santa Clara County Fire Department for re-assignment. He also reported that Kelly Seitz faced a serious illness and would not be able to return to his job duties regarding the Urban Shield exercise.

Member Aston announced his retirement and indicated that this would be his last Approval Authority meeting. He stated that Christopher Helgren would replace him as a member on the Board until further notice.

The Management Team announced that the Grants Management Workshop would be taking place in the following weeks and encouraged everyone to participate.

Chair Kronenberg moved to item 13.

13. Future Agenda Items

Chair Kronenberg moved to item 14.

14. General Public Comment

Chair Kronenberg asked for general public comment. There was no public comment and the meeting adjourned at 11:42 a.m.



To: Bay Area UASI Approval Authority
From: Craig Dziedzic, General Manager
Date: August 8, 2013
Re: Item #3: General Manager's Report

Staff Recommendation: Discussion only.

Action and/or Discussion Items: Discussion Only

- a) Update on the 2013 Grants Management Workshops (Discussion)
- b) Hiring Process Update (Discussion)
- c) UASI National Conference Report (Discussion)

Discussion/Description:

(a) Grants Management Workshops

On June 18, 19, and 20, the Management Team conducted three regional Grants management Workshops, which occurred in the North Bay, East Bay, and South Bay. Both grant and project managers were present and discussed practical knowledge and application regarding subrecipient MOUs, grant compliance requirements, and auditing/monitoring. The turnout was very good, with approximately 100 programmatic/fiscal representatives attending. The Management Team plans to continue holding workshops next year as well as producing online grant training videos hosted on our website.

(b) Hiring Process

The Management Team has completed the exempt transition process with the San Francisco Department of Human Resources. The attached organization work chart (Appendix A) has been updated to encompass the newly hired members of the Management Team who are as follows:

Jeff Blau, Interoperability Project Manager

As the Interoperability Project Manager, Jeff is responsible for facilitating the interoperability work group meetings as well as tracking, monitoring and overseeing grant funded projects, including coordinating and processing EHP reports and managing sole source and modification requests.

Mr. Blau began his UASI career as the lead Project Manager for the Community Oriented Policing Services (COPS) 2007 Technology Grant. Mr. Blau's responsibilities have expanded to include all of the Interoperability Communications Projects funded by the COPS, UASI, Public Safety Interoperable Communications (PSIC) and Interoperable Emergency Communications Grant Program (IECGP) Grants. Mr. Blau served as the Northern California Association of Public-Safety Communications Officials (NAPCO) Vendor Chairperson for several years during his 28 years in the private sector. His involvement with NAPCO provided him a unique experience teaming with representatives from several Northern California Public Safety Agencies. Jeff recently fulfilled his second term as a Director on the NAPCO Board representing the Bay Area UASI. Jeff earned a Bachelor of Science Degree in Business Administration from the University of Kansas.

Bruce Martin, CBRNE Project Manager

A three member hiring panel interviewed candidates for the CBRNE (Chemical, Biological, Radiological, Nuclear, and/or Explosives) project manager position and recommended Bruce Martin for the position, which will be part time and no more than 20 hours per week.

The CBRNE Project Manager is responsible for the Bay Area UASI CBRNE project portfolio, which annually includes approximately \$1 million in equipment investments for Bay Area jurisdictions. These projects correlate to Goal 4 of the Bay Area Homeland Security Strategy – to strengthen regional CBRNE detection, response, and decontamination capabilities. The CBRNE Project Manager also leads the Bay Area UASI Resource Inventory Project, which provides a secure and up to date inventory of regional resources that can be easily accessed, understood, and utilized by the region for planning and mutual aid purposes.

As the former Fire Chief of Fremont, CA, Bruce has practical, hands-on experience in providing developmental policies and procedural guidance, preparing/delivering lectures on fire technology, and participating as a member of the CBRNE working group. He earned a Bachelor of Arts from Notre Dame De Namur University and a Masters of Arts (Security Studies) from the US Naval Postgraduate School. His start date will be mid-October.

Waimen Chee , Emergency Services Assistant.

As the Emergency Services Assistant, Waimen is responsible for administrative support to the Bay Area UASI Management Team, assisting with the coordination of all documentation for the monthly Approval Authority meetings, and acting as a liaison to the general public.

Mr. Chee has had a variety of experiences working in both emergency management and public safety including serving as an intern with the San Francisco Police Department. He also received Emergency Management training at the Emergency Management Institute in Emmitsburg and HSEEP certification from the California Emergency Management Institute. Additionally, Waimen previously worked for the City’s Recreation and Parks Dept. in the Aquatics Division where he acted as a lifeguard. Through these experiences, he gained valuable experience working with the public and is eager to bring his excellent customer relations skills to our office.

Ethan Baker, Emergency Services Coordinator I.

As the Emergency Services Coordinator I, Mr. Baker will act in an administrative capacity as webmaster and be responsible for the maintenance, management, and content of the Bay Area UASI website. Ethan will assist the Program Managers on various projects, which include reviewing/analyzing plans, preparing/editing manuals and reports. Ethan worked as an Assistant Harbormaster with the City and County of San Francisco and received training and certification in a number of areas pertinent to maritime activity. He holds a BA in Marketing and Business from the University of Southern Maine and has experience developing/maintaining websites.

Maw Maw Thein Tun, Grant Accountant

As our UASI Accountant, Maw Maw is responsible for meeting the operational accounting needs of our UASI programs and adhering to strict grant provisions. Since March 2004, she has worked for the City and County of San Francisco serving various accounting roles in the Municipal Transportation Agency, Controller’s Office, and most recently, San Francisco General Hospital. Over the last three years, she has supervised a staff of 5 accounting personnel in the Accounts Payable section. Maw Maw holds a Bachelor’s Degree in Business Administration and an MBA with emphasis in accounting.

Grant Specialists. Three Grants Specialists have been hired and are responsible for implementing policies/procedures to ensure programmatic and financial compliance of all UASI grants, performing site reviews, and monitoring visits of subrecipient jurisdictions.

Eliza Lucero, Grants Specialist

Since 2010, Eliza has served as an Administrative Analyst at the San Francisco Municipal Transportation Agency managing various transit grants and completing financial reports. Prior

to that, she held two investment banking positions at the Deutsche Bank AG in the Philippines. She received a Master's Degree in Management at the Asian Institute of Management, and a Bachelor's Degree in Economics from Ateneo de Manila University, Manila, Philippines.

Rey Okamoto, Grants Specialist

Rey has worked as a Senior Accountant for the Mayor's Office of the City of Los Angeles since 2007, serving as fiscal agent for federal homeland security and public safety grant programs. He received his Bachelor's Degree in Business Economics with an emphasis in Accounting from the University of California, Santa Barbara.

Emily Wang, Grants Specialist

Emily's work experience includes budget and grants management and administration at the San Francisco Unified School District, Stanford University, and San Francisco State University. She graduated from SF State University with a Bachelor of Science Degree in Biology.

(c) UASI National Conference

Twenty two people from the Bay Area traveled to Los Angeles for the 2013 National Homeland Security Conference which was held at the Westin Bonaventure Hotel from June 4 - June 7. For the first time, the UASI conference was combined with the Leadership in Counterterrorism Conference (LinCT) and the Major Cities Chiefs Intelligence Commanders Group Meeting.

The theme of this year's conference was "Homeland Security begins with Hometown Security". Opening remarks by Brad Burlingame, whose brother was one of the pilots killed on 9/11, gave an inspirational presentation. Other interesting speakers at the general sessions included: General Thad Allen, Capt. "Sully" Sullenberger, and Lexipol President, Gordon Graham.

A General Session on emergency management and natural hazards, specifically earthquakes and hurricanes, provided good information. Breakout panels on the Boston Marathon event, Hurricane Sandy, pre-planning for large-scale incidents, and public messaging using social media were well attended.

Bay Area UASI Assistant General Manager, Catherine Spaulding, spoke at the "Assessing UASI Effectiveness" workshop, which was at overflow capacity. Additionally, Mary Landers, along with representatives from the Bay Area and Los Angeles, held a panel discussion on the debris project and presented examples of collaboration and coordination even in a state as large as California.

On the last day of the conference, the LAPD provided a live demonstration of their response to a possible terrorist event. Spectators lined the streets in front of the hotel to view various teams (i.e. canine, EOD, SWAT, etc.) respond and react to various scenarios.

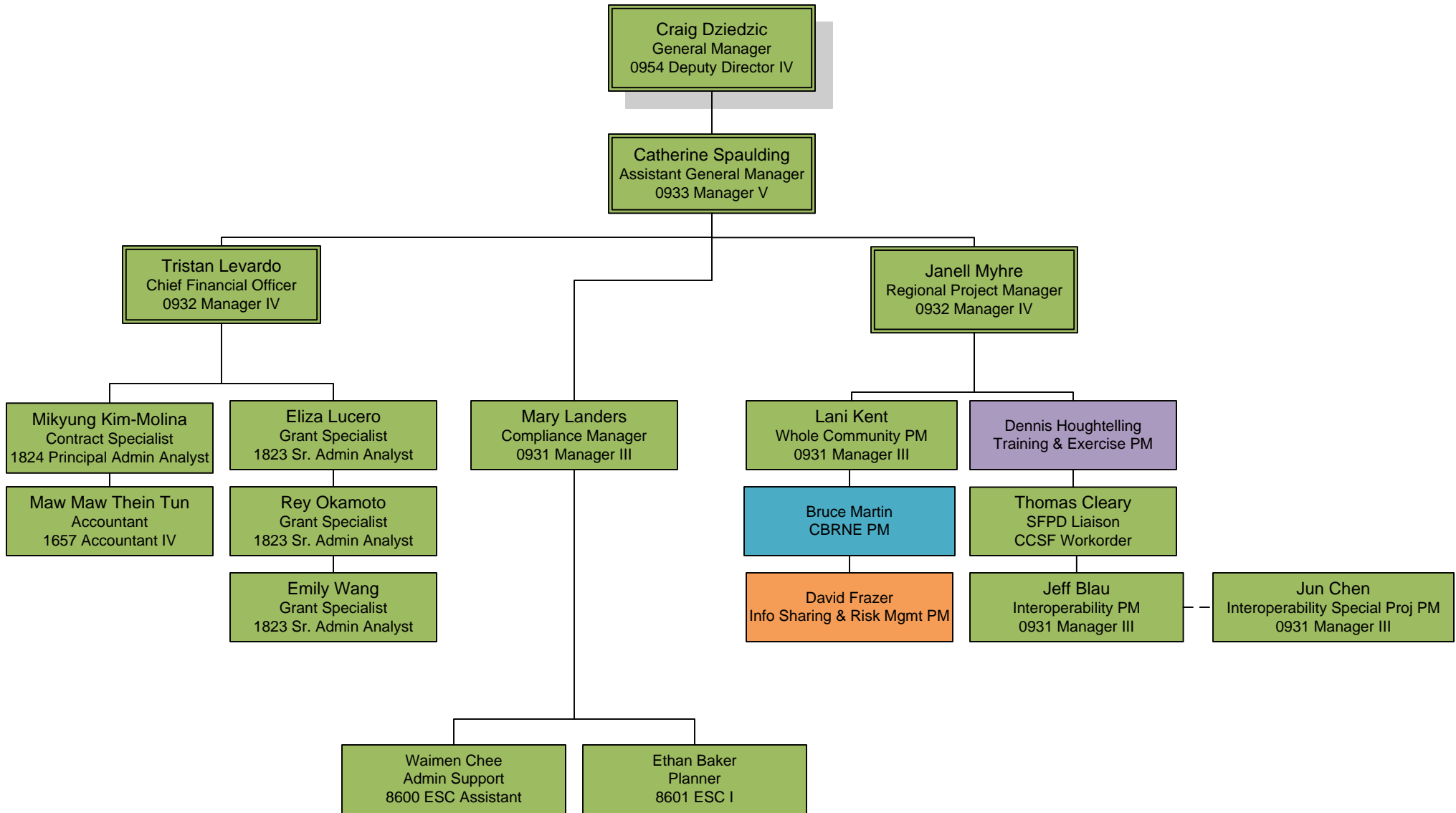
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AGENDA ITEM # 3

APPENDIX A

MANAGEMENT TEAM
ORGANIZATIONAL CHART

Bay Area UASI Management Team Organizational Chart FISCAL YEAR 2013-14



San Francisco
 Santa Clara County
 Alameda County
 Sonoma County

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AGENDA ITEM # 4

**COMMENDATION FOR
CAPTAIN KELLY SEITZ**

Member Rich Lucia will present
a commendation to
Captain Kelly Seitz.

5 mins



To: Bay Area UASI Approval Authority
From: Catherine Spaulding, Assistant General Manager
Date: August 8, 2013
Re: Item #5: Cyber, Recovery, and Citizen Preparedness

Recommendation:

Approve the proposed allocation of \$776,700 of FY13 UASI funds:

- \$405,220 – Three cyber security analyst positions in the NCRIC
- \$254,480 – Recovery planning and preparations
- \$117,000 – Bay72 regional expansion

Attachments:

Appendix A: Proposal for Utilization of Funds, NCRIC Cyber Program
Appendix B: NCRIC Cyber Org Chart
Appendix C: Bay Area Recovery Planning Survey

Discussion:

Background

At the June 13th Approval Authority Meeting, the Management Team announced the availability of \$817,000 from the FY13 UASI allocation. These funds became available when we learned that the State was planning to retain 17% of the total grant allocation rather than 20%. The actual amount available for reallocation is \$776,700 once the M&A amount is extracted.

At the June meeting, the Management Team recommended that the Approval Authority allocate these funds to cyber security, recovery, and citizen preparedness. The Management Team made this recommendation because these are critical gaps that have been identified through our risk management program, that have been identified by FEMA as being critical priorities, and that have hitherto not received significant funding in our region. The Approval Authority requested that the Management Team provide specific details in the August meeting on how these funds – particularly the cyber funds – would be spent.

Cyber Security

In May this year, the NCRIC established a Cyber Unit to collect and share cyber information as well as provide intelligence analysis and defense. The Unit consists of five FTEs and implements four initiatives: Cyber Outreach, Cyber Incident Reporting, Cyber Liaison Officers, and Automated Threat Information Collection System. Please see page 9 of Attachment A “Proposal for Utilization of Funds, NCRIC Cyber Program” for more information on these programs. Please also see Appendix B for the NCRIC Cyber Program Organization Chart.

The Cyber Unit has been funded on a pilot basis through October 2013 by the Department of Homeland Security via the White House. The Management Team recommends allocating \$405,220 from FY13 UASI funds to support three of the five Cyber Unit positions for a twelve month period.

Recovery Planning and Preparations

At the March 2013 Approval Authority meeting, the body discussed the need and importance of future regional work on recovery. Regional Program Manager Janell Myhre has since surveyed all 12 counties and three major cities concerning work completed to date in the areas of outside agency stakeholder discussions, emergency pre-planning, and plans (see Appendix C: Bay Area Recovery Planning Survey). Regional Program Manager Janell Myhre has also discussed with multiple stakeholders their priorities for regional work in the recovery area.

The Management Team recommends allocating \$254,480 that will be used to pay for staff and/or consultant time to conduct the following work:

- Gain pre-approval from FEMA for the region’s debris management plans so that regional operational areas could increase their reimbursement rate from FEMA from 75% to 80%.
- Assist those OAs and Core Cities who have not yet developed preparations for permitting waivers to do so, based on work already developed in the region.
- Assist those OAs and Core Cities who have not yet developed continuity of operations and continuity of government plans to do so, based on work already developed in the region.
- Work with region’s Core Cities to develop/support development of a Disaster Recovery Framework and Recovery Support Functions, based on FEMA’s national model, which includes planning around economic recovery, health and social services, housing, infrastructure, and natural and cultural resources. This framework could be used as a model for other cities and OAs in the bay area region.

These tasks would be confirmed and prioritized through further stakeholder consultations and a sub-committee on Recovery established as part of the RCPT workgroup.

Bay72 Regional Expansion

Bay72 (previously called the SF72 project) creates engaging and dynamic online homes for citizen preparedness as well as local coordination sites for when disaster strikes. To date the project has been developed for San Francisco with the intention of serving as a pilot for the region. All of the code for this site is open source, so it will be low cost and easy to replicate regionally.

In March 2013, the Approval Authority approved \$200,000 of regional funds (FY11 and FY12 salary savings) to support the Bay72 project. These funds will support the completion of the design and build out of the SF72 website, including citizen feedback.

The Management Team recommends allocating an additional \$117,000 from FY13 UASI funds to Bay72 to help the two other Major Cities (Oakland and San Jose) as well as one North Bay Operational Area to begin to develop their own locally-tailored sites (e.g., “Oak72” and “SJ72”). The funds will support a series of workshops so that these local jurisdictions can develop their own local messages and content, printed materials, and other collateral content.

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AGENDA ITEM # 5

APPENDIX A

PROPOSAL FOR
UTILIZATION OF FUNDS,
NCRIC CYBER PROGRAM



Proposal for Utilization of Funds

NCRIC CYBER PROGRAM

Northern California Regional Intelligence Center

NCRIC CYBER PROGRAM UTILIZATION OF FUNDS

- I. BACKGROUND
- II. SCOPE
- III. NCRIC CYBER UNIT STAFFING
 - a. CYBER PROGRAM LEAD ANALYST
 - b. STRATEGIC CYBER INTELLIGENCE ANALYST
 - c. TACTICAL CYBER INTELLIGENCE ANALYST
 - d. CYBER SECURITY SPECIALIST
 - e. CYBER OUTREACH COORDINATOR
- IV. DESCRIPTION OF NCRIC CYBER PROGRAM INITIATIVES
 - a. CYBER OUTREACH PROGRAM (COP)
 - b. CYBER INCIDENT REPORTING (CIR) PROGRAM
 - c. CYBER LIAISON OFFICERS (CLO) PROGRAM
 - d. AUTOMATED THREAT INFORMATION COLLECTION SYSTEM (ATICS)
 - e. CYBER VULNERABILITY ASSESSMENT PROGRAM (CVAP)
- V. APPENDIX A: SAMPLE CYBER INCIDENT RESPONSE (CIR) RUBRIC

NCRIC CYBER PROGRAM UTILIZATION OF FUNDS

I. BACKGROUND

The NCRIC established its cyber program in 2011, focusing initially on providing NCRIC partners with strategic and regional cyber threat analytical products. The NCRIC cyber program has grown since then, resulting in collaborative training efforts with the U.S. Secret Service and DHS, the creation of the Cyber Intelligence Network, the creation and dissemination of joint intelligence bulletins with FBI analysts, public sector and private sector cyber outreach, and recognition of the NCRIC's cyber capabilities amongst Fusion Centers, law enforcement, and the Federal cyber security community.

The purpose of this document is to guide the utilization of funding to further expand the NCRIC cyber program.

II. SCOPE

The scope of this document is to describe in detail the NCRIC's plans to utilize funding sources to expand the NCRIC's cyber capabilities.

III. NCRIC CYBER UNIT STAFFING

The NCRIC plans on expanding and increasing its capabilities to meet four major needs within the NCRIC area of responsibility: (1) *Cyber Information Collection*, (2) *Cyber Defense*, (3) *Cyber Information Sharing*, and (4) *Cyber Intelligence Analysis*.

With these needs in mind, the NCRIC intends to staff the cyber unit with:

- a. One **Cyber Program Lead Analyst** focused on managing and developing programs for NCRIC partners and the National Fusion Center Association, coordinating between the different cyber program components, as well as liaising with NCRIC internal-initiatives and external agencies.
- b. One **Strategic Cyber Intelligence Analyst** focused on strategic analysis and assessment of cyber threats to the region, with a strong understanding of cyber threat trends and intelligence reporting standards.
- c. One **Tactical Cyber Intelligence Analyst** focused on tactical and technical threat analysis and investigative threat support, with experience in computer forensics and incident response.
- d. One **Cyber Security Specialist** and penetration tester experienced with vulnerability assessments, network and system defense, and advanced information technology solutions (including managing honeypots and deploying intrusion detection systems).
- e. One **Cyber Outreach Coordinator** focused on cyber outreach, developing and managing training, working with NCRIC Partners within the region on State and local cyber efforts, and developing websites and other interactive web-based programs for the cyber program.

Each position will support the others, as it is expected there will be overlap in duties, necessitating strong coordination between the specialists.

CYBER LEAD ANALYST

The Cyber Program Lead Analyst will be responsible for assisting with the development of new cyber security initiatives within the NCRIC and ensuring the specialists and Fusion Center have the support necessary to guarantee their success.

The Cyber Program Lead Analyst will assist the specialists in navigating and building the relationships necessary to promote and develop new projects, as well as manage current cyber initiatives in progress.

As such, it is expected the Cyber Program Lead Analyst will have experience working with partners within the Fusion Center community, the Federal cyber security and intelligence realms, as well as internal NCRIC components. The Cyber Program Lead Analyst will also liaise with agencies and represent the NCRIC in the national conversation about cyber security, and ensure all programs developed meet the need of NCRIC partners.

The Cyber Program Lead Analyst will work closely with all of the specialists in the NCRIC Cyber Unit.

Regarding chain of command, the Cyber Lead Analyst will report to the NCRIC Homeland Security Program Lead Analyst to ensure all efforts are in line with the NCRIC's overall goals and mission.

Minimum Requirements for position:

- Experience developing and managing cyber security and intelligence projects.
- Strong understanding of current national, state and local cyber resources, efforts, and participating agencies.
- Strong oral and written communications skills.
- Experience with initiative proposals and management.
- Experience and/or training with/in all aspects of cyber security and intelligence, including forensics, analysis, and network defense.
- Strong understanding of intelligence reporting standards.

Examples of deliverables expected from the Cyber Lead Analyst:

- Regular progress reports on all current and future cyber initiatives.
 - Cyber Incident Reporting Process
 - Cyber Outreach Program
 - Automated Threat Information Collection System (ATICS)
 - Cyber Vulnerability Assessment Program (CVAP)
- Written proposals for new cyber initiatives.
- Briefings on NCRIC cyber efforts.

STRATEGIC CYBER INTELLIGENCE ANALYST

The Strategic Cyber Intelligence Analyst will be responsible for monitoring, increasing awareness about, and developing intelligence on threats to the NCRIC AOR. This will include creating and managing the cyber threat monitor update, updating a cyber threat blog on the NCRIC website, and developing analytical intelligence products on threat actors and major incidents of note.

The Strategic Cyber Intelligence Analyst will also create and update specific intelligence products on the threats to the NCRIC AOR detailed in the overall NCRIC Threat Assessment, including the Chinese Hacker Threat, the Hacktivist Threat, Eastern-European Cyber Criminal Organizations, Collateral Damage from Super Cyber Weapons, and Cyber Terrorists. This will be in addition to monitoring and producing products on cyber trends and new tactics, techniques and procedures (TTPs) used by cyber threat actors.

It is expected the Strategic Cyber Analyst will be capable of briefing NCRIC partners on all strategic analysis products and efforts on a regular basis. As such, the Strategic Cyber Analyst will work closely with the Cyber Outreach Coordinator to ensure partners receive intelligence products, and are satisfied their needs are being met. Presentations by the Strategic Cyber Analyst will be coordinated through the Cyber Outreach Coordinator.

The Strategic Cyber Analyst will also work with the Tactical Cyber Analyst on joint products, as well as to respond to cyber incidents and reporting received by the NCRIC.

Minimum Requirements for position:

- Strong oral and written communications skills.
- Experience in producing intelligence products focused in the cyber field.
- A strong understanding of the cyber threat.
- Experience in working with other agencies to develop intelligence.
- Strong understanding of intelligence reporting standards.

Examples of deliverables expected from the Strategic Cyber Intelligence Analyst:

- Formal documentation and description of the Cyber Incident Reporting (CIR) intake and response model
- Cyber Threat Monitor Updates on a month to two-month rotation
- Regular updates to the NCRIC cyber threat blog
- Intelligence Products on all cyber threats to the NCRIC AOR
- Intelligence Products on all cyber threat trends
- Intelligence Products on all new cyber techniques, tactics and procedures used by threat actors

TACTICAL CYBER INTELLIGENCE ANALYST

The Tactical Cyber Intelligence Analyst will be responsible for responding to incidents within the NCRIC AOR that require basic technical support. This will include triage, and taking at least the first steps to assist NCRIC Partners respond to intrusions and attacks.

The Tactical Cyber Intelligence Analyst will help investigators understand technical case data, whether raw investigative data or the output from technical response partners, whether private or public (e.g. RCFLs). The overall goal of the Tactical Cyber Intelligence Analyst will be to assist NCRIC Partners increase their ability to respond to threats, cyber incidents brought to them by constituents, and attacks on their own networks.

At least quarterly, the Tactical Cyber Intelligence Analyst will brief NCRIC Partners on new TTPs used by cyber threat actors.

The Tactical Cyber Intelligence Analyst will work closely with the Strategic Cyber Threat Intelligence Analyst as well as the Cyber Security Specialist on cyber threat incident response and reporting. Further, in coordination with the Cyber Security Specialist, the Tactical Cyber Intelligence Analyst will manage the Automated Threat Information Collection System (see below program descriptions).

The Tactical Cyber Intelligence will be involved in advising on and assisting with the deployment and management of advanced information technology defense solutions, in support of the NCRIC Information Technology unit and the Cyber Security Specialist.

Minimum Requirements for position:

- This position is intended for a cyber investigator or a computer forensics specialist.
- Strong oral and written communications skills.
- Experience in computer forensics.
- Experience in incident response and triage.
- Experience in law enforcement cyber investigations.

Examples of deliverables expected from the Tactical Cyber Intelligence Analyst:

- Incident response and after action reports.
- Technical Intelligence Products and briefings
- Clear documentation of NCRIC internal standards and processes for cyber incidents.
- Development and management of the Automated Threat Information Collection System

CYBER SECURITY SPECIALIST

The Cyber Security Specialist will manage the NCRIC Cyber Vulnerability Assessment Program (CVAP) in coordination with the NCRIC Infrastructure Protection (IP) Unit (see below). This will include working with NCRIC Partners on network defense, target hardening, and conducting authorized penetration testing, as requested by NCRIC partners.

The Cyber Security Specialist will also be the lead on managing the Automated Threat Information Collection System, supported by the Technical Cyber Intelligence Analyst.

In coordination with the NCRIC information Technology team, the Cyber Security Specialist will help develop and deploy advanced information technology defense solutions, including honeypots, malware analysis tools, and intrusion detection systems.

It will be expected that the Cyber Security Specialist will develop and maintain a strong working relationship with investigatory bodies involved in cyber incident response and investigations, including local REACT Task Forces, the FBI Cyber Units, and RCFLs.

Minimum Requirements for position:

- This position is intended for a computer engineer, programmer, or computer science applicant.
- Extensive experience in computer forensics.
- Extensive experience in Penetration Testing.
- Proficiency in the use of industry-recognized cyber-security tools and techniques
- Experience with law enforcement cyber investigations
- Proficiency in the deployment of advanced information technology defense solutions

Examples of deliverables expected from the Cyber Security Specialist:

- Documentation on and development of the cyber vulnerability assessment program (CVAP), including the scope, performance requirements, project plan and program Standard Operating Procedures.
- Development and management of the ATICS program
- A formal document clearly explaining the model used by ATICS to take-in IOC's and malicious IP addresses and produce machine-readable reports for consumption,
- A clear explanation of the process to join the ATICS program and its benefits.

CYBER OUTREACH PROGRAM COORDINATOR

The Cyber Outreach Coordinator will work closely with the NCRIC Private Sector Outreach Manager to develop and manage the Cyber Outreach Program (COP) for NCRIC partners.

COP includes the development and management of training program to enhance the cyber incident response and cyber investigation capabilities of NCRIC partners, as well as to help partners understand how to report cyber incidents to the NCRIC and the larger cyber security community. Similar to the current Terrorism Liaison Officer TLO program, "Cyber Liaison Officers" (CLO's) will be trained in identifying and reporting cyber incidents and managing cyber investigations.

Some examples of courses to be developed by the Cyber Outreach Coordinator include "Cyber Security Essentials for Law Enforcement", "The Importance of SCADA System Defense", "Cyber Investigators Training Level One", "Prosecuting Cyber Crime", etc.

The Cyber Outreach Coordinator will also manage a COP Cyber Working Group, conferences, and the production of cyber products relevant to the Fusion Center partner community. One such cyber-specific product will include a weekly Cyber Partner Update ("Cyber-PUB"). The Cyber-PUB will summarize all relevant cyber information from the day to keep partners apprised of all relevant cyber reporting and products flowing to the participating Fusion Center.

Separate from the Cyber-PUB the Cyber Outreach Coordinator will develop and disseminate Best Practices products for NCRIC partners, with such topics as "How To Protect Yourself from Spear Phishing" and "Resources For Protecting Yourself from a DDoS attack".

The Cyber Outreach Coordinator will also be expected to assist in managing the Cyber Intelligence Network portal, and will need strong website development skills to develop new web-based programs and tools for the Cyber Unit.

The Cyber Outreach Coordinator will work closely with the NCRIC Private Sector Outreach Manager as well as the entire NCRIC Cyber Unit on products and training to ensure it is accurate and effective. Each member of the NCRIC Cyber Unit will be expected to provide training within their areas of expertise and responsibility.

Minimum Requirements for position:

- Extremely strong oral and written communications skills.
- Experience in cyber investigations and response.
- Proficiency in Web design
- Strong relationships with the Law Enforcement Community and Cyber Security Communities

Examples of deliverables expected from the Cyber Outreach Coordinator:

- Detailed documentation and description of the Cyber Outreach Program (COP)
- Detailed documentation and description of the Cyber Liaison Officer (CLO) Program
- Course curriculums, class brochures and materials
- Marketing materials for COP
- CLO training programs' expected outcomes
- Regular COP assessments and reports
- CIN Website Updates
- Web-based tools and initiatives for COP
- Producing the weekly (LES) and (FOUO) Cyber PUBs
- A formal document clearly explaining the CIN model, reporting, and membership vetting process

VI. DESCRIPTION OF NCRIC CYBER PROGRAM INITIATIVES

The following will describe the programs mentioned above and will be developed and managed by the NCRIC Cyber Unit.

a. Cyber Outreach Program (COP)

The goal of the Cyber Outreach Program will be to promote cyber incident reporting amongst Fusion Center partners, as well as to increase their capabilities in regards to cyber incident response and investigations.

COP will include the Cyber Incident Reporting program, as well as the Cyber Liaison Officers Program.

b. Cyber Incident Reporting (CIR) Program

Appendix A includes a sample Cyber Incident Response rubric to be used by cyber threat intelligence analysts to intake, prioritize, and respond to cyber suspicious activity reporting quickly and methodically. This standardized approach to CIR categorization and prioritization will assist in the identification of dangerous cybercrime campaigns, botnets, malware and other threats by ensuring indicators of their existence receive the attention necessary to respond appropriately and quickly.

The ultimate goal is to utilize the rubric in a standardized CIR intake process, through which CIRs can be received, categorized, prioritized, escalated if necessary, responded to by the appropriate parties, and stored in a nationally accessible database for information sharing purposes and trend analysis.

c. Cyber Liaison Officers (CLO) Program

Just as the Terrorism Liaison Officers (TLO) Program trains partners on how to report Suspicious Activity and identify the indicators of terrorism, the CLO program will train partners on reporting cyber incidents, as well as how to respond to and investigate cyber incidents when brought to them by constituents.

d. Automated Threat Information Collection System (ATICS)

The NCRIC will develop a system for automatically collecting and disseminating malicious IP addresses and other indicators of compromise (IOC's)¹ in real-time and in a *standardized* machine-readable format. This Automated Threat Information Collection System ("ATICS") model will leverage and be informed by all other similar programs currently operating or in development, including LA-SAFE's blacklist program and the Mitre STIX/TAXII program.

The ATICS model will allow for a variety of data sources, including firewalls, honeypots, sensors, and intrusion detections systems ("IDS"), as well as data streams from partner systems that will (1) receive the threat indicators and malicious IP addresses from ATICS, but also (2) feed into ATICS, making the system more reliable and resilient. The ATICS model will include an automated internal review process to ensure false-positives are minimized.

¹ As defined by RSA, an *Indicator of Compromise* (IOC) is a forensic artifact or remnant of an intrusion that can be identified on a host or network. blogs.rsa.com/understanding-indicators-of-compromise-ioc-part-i

Cyber Incident Reporting (CIR) Rubric

IMMEDIATE RESPONSE NECESSARY

Cyber incident involving malicious activity consistent with indicators of an intrusion/compromise that poses a significant threat to the victim or community and requires immediate response and remediation. Examples include the discovery of harmful zero-day exploits, an extensive cybercrime campaign, or a new type of malware.

ACTIONABLE

Unusual activity or behavior consistent with indicators of an intrusion/compromise that lacks a legitimate explanation or appears to be unknown malware and/or a new cybercrime tactic, technique, or procedure, which does not require an immediate response. Examples include the discovery of potential zero-day exploits, insider threats, targeted spearphishing campaigns, and indicators of a new botnet.

ROUTINE

Observed activity consistent with known malware and/or cybercrime tactics, techniques and procedures (TTPs) that pose little threat to the victim and greater community. Examples include known malware infections requiring simple remediation measures, surreptitious software add-ons (e.g. browser buttons), or rudimentary spam campaigns.

POTENTIAL

Indicators of an intrusion/compromise that could also be associated with abnormal behavior or activity, including user-error, software/hardware malfunction, etc. Further investigation required to make final determination.

NO THREAT

No threat is involved in the incident and there are no indicators of compromise or other malicious activity. Examples include incidents that are the result of software or hardware malfunctions, user-error, or normal (but unexpected) processes.

Purpose of the CIR Rubric

The purpose of this rubric is to help cyber threat intelligence analysts intake, prioritize, and respond to cyber suspicious activity reporting quickly and methodically. This standardized approach to CIR categorization and prioritization will assist in the identification of dangerous cybercrime campaigns, botnets, malware and other threats by ensuring indicators of their existence receive the attention necessary to respond appropriately and quickly.

The ultimate goal is to utilize this rubric in a standardized CIR intake process, through which CIRs can be received, categorized, prioritized, escalated if necessary, responded to by the appropriate parties, and stored in a nationally accessible database for information sharing purposes and trend analysis.

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AGENDA ITEM # 5

APPENDIX B

NCRIC CYBER
ORGANIZATIONAL CHART

Northern California High Intensity Drug Trafficking Area Executive Board

Northern California Regional Intelligence Center

Director
San Mateo Sheriff's Office

Deputy Director
SMSO - Contract

Cyber/Information
Technology
Program

Cyber/Information
Technology Manager
UASI

Lead Analyst
UASI-Cyber
\$124,744.20

IT Analyst
SMSO
UASI

Cyber IT Analyst
UASI-Cyber
\$142,109.80

Crime Analyst
SMSO
UASI

Cyber Crime Analyst
UASI-Cyber
\$113,407.00

Technology Advisor
Sandia National Labs

Intern
UASI-Cyber
\$24,960.00

(3) Staff UASI Funded

(4) Requested UASI Funded Cyber/IT Personnel
\$405,221

(1) Agency Funded Part-Time Personnel

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AGENDA ITEM # 5

APPENDIX C

BAY AREA RECOVERY
PLANNING SURVEY

Bay Area Recovery planning survey _ July 2013

Jurisdiction Name	Outside agency engagement				Emergency waivers				Plans					Summary by Jurisdiction		
	Public private partner	Utilities planning	Water systems planning	Communications planning (Verizon, Comcast, PacBell, etc)	Land use	City/county permitting	Emergency procurement policies	Point of Distribution mapping	Continuity of Operations (COOP)	Continuity of government (COG)	Critical Lifelines planning	Local Hazard Mitigation Plan	Long Term Housing	Y	N	WIP
Alameda	Y	Y	Y	Y	Y	Y	Y	WIP	Y	Y	WIP	WIP	N	9	1	3
Contra Costa	WIP	N	N	WIP	Y	Y	Y	Y	WIP	Y	WIP	Y	WIP	6	2	5
Marin	N	WIP	N	N	N	N	N	WIP	Y	Y	N	WIP	N	2	8	3
Napa	Y	Y	Y	Y	Y	WIP	Y	WIP	WIP	WIP	WIP	WIP	WIP	6	0	7
Solano	Y	Y	Y	Y	WIP	N	WIP	Y	Y	Y	Y	Y	WIP	9	1	3
Sonoma	N	Y	WIP	N	WIP	Y	Y	WIP	Y	Y	WIP	Y	N	6	3	4
San Mateo	WIP	WIP	WIP	WIP	N	N	Y	WIP	N	Y	N	Y	N	3	5	5
San Francisco	Y	Y	Y	Y	Y	N	Y	WIP	WIP	Y	WIP	Y	WIP	8	1	4
Santa Clara	N	N	WIP	N	N	N	N	WIP	WIP	N	N	Y	N	1	9	3
Santa Cruz	WIP	WIP	WIP	Y	WIP	WIP	Y	WIP	WIP	WIP	WIP	Y	WIP	3	0	10
San Benito	Y	Y	Y	WIP	N	N	Y	WIP	Y	WIP	Y	WIP	WIP	6	2	5
Monterey	Y	WIP	Y	Y	WIP	N	WIP	WIP	WIP	WIP	Y	WIP	N	4	2	7
San Jose	Y	N	Y	N	N	N	WIP	Y	Y	Y	N	Y	N	6	6	1
Oakland	Y beginning stages	Y beginning stages	Y beginning stages	N	N	N	WIP	WIP	Y	Y	N	Y	N	6	5	2
Region/State	Y	WIP	WIP	Y	Y	Y	Y	N	Y	Y	WIP	N/A	WIP	7	1	4
Summary	9Y 3N 3WIP	7Y 3N 5WIP	8Y 2N 5WIP	7Y 5N 3WIP	5Y 6N 4WIP	4Y 9N 2WIP	9Y 2N 4WIP	3Y 1N 11WIP	8Y 1N 6WIP	10Y 1N 4WIP	3Y 5N 7WIP	9Y 0N 5WIP	0Y 8N 7WIP	82Y	46N	66WIP

Comment LEGEND

Y:	yes
N:	no
WIP:	work in progress

Misc comments:

Copies of plans and research included by Marin County, City/County of San Francisco, Napa County

Additional information: Sonoma County has done Staging Area mapping, CalOES Coastal Region is supported by CalOES State operations during the recovery phase.

080813 Approval Authority Meeting Agenda Item 5: Appendix C

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AGENDA ITEM # 6

NORTHERN CALIFORNIA REGIONAL INTELLIGENCE CENTER (NCRIC) DOMAIN ASSESSMENT

(Discussion)

Elizabeth McCracken will make a presentation regarding the NCRIC's Domain Assessment. *(Elizabeth McCracken will make an oral presentation for this item.)* 10 mins



To: Bay Area UASI Approval Authority
From: Amiee Alden, San Francisco Department of Emergency Management
Date: August 8, 2013
Re: Item #7: UASI Memorandum of Understanding and By-Laws

Recommendations:

Approve updated UASI Memorandum of Understanding (MOU) and By-Laws with modifications recommended by the Ad-Hoc Committee on the MOU and By-Laws.

Attachments:

Appendix A: Updated MOU with changes tracked
Appendix B: Updated By-Laws with changes tracked

Discussion/Description:

At the February 14, 2013 meeting of the UASI Approval Authority, UASI Chair Anne Kronenberg appointed an Ad-Hoc Committee to propose updates to the current UASI MOU, which expires on December 1, 2013, as well as to the UASI By-Laws. Committee members included: Anne Kronenberg, Chris Godley, Sherrie Collins, and Mark Aston. The Committee met via conference call on June 25, 2013, and agreed to recommend the following updates to the MOU and By-Laws for adoption by the full UASI Approval Authority:

- 1) **Co-Chairs:** Both Part 1 the MOU and Article IV of the By-Laws would be updated to provide that chairmanship of the Approval Authority would be held by two Co-Chairs, who would share the authority for approving agenda items, as well as for calling and cancelling meetings. Co-Chairs would alternate chairing the Approval Authority meetings. One Co-Chair would be from the same jurisdiction as the UASI Fiscal Agent. The other Co-Chair would not be from the same jurisdiction as the Fiscal Agent, and

would be elected annually from among the UASI Members' primary representatives at the December meeting of the Approval Authority. The elected Co-Chair could not serve more than two consecutive one-year terms.

- 2) **Committees and Workgroups:** Article V of the By-laws would be updated to simplify language and provide more flexibility and efficiency for working and advisory groups associated with the Bay Area UASI, as well as better reflect current practices.
- 3) **Grant Modifications:** Section 8.6 of the By-Laws would preserve the requirement that the General Manager seek approval of the Approval Authority to modify grant allocations in the any amount over \$250,000. However, the language in this section would be updated to be consistent with existing practice that was approved by the Approval Authority at the September 13, 2012 meeting, including providing more detail about timeline and scope grant modifications.
- 4) **Effective Date:** The new MOU would take effect December 1, 2013 and expire December 1, 2017. The By-Laws would take effect as soon as approved by the Approval Authority, and have no expiration date. As the foundation governing document of the UASI, the MOU must also be approved by the UASI Member jurisdictions, while the By-Laws are an internal document and need only be approved by the UASI Approval Authority Members.
- 5) **Additional Changes:** Other proposed changes to both the MOU and By-Laws are non-substantive. All changes are detailed in the red-line version of both documents attached to this item.

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AGENDA ITEM # 7

APPENDIX A

UPDATED MOU WITH
CHANGES TRACKED

MEMORANDUM OF UNDERSTANDING

~~BETWEEN-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, ~~2011~~2013**, 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 and individually, the “Parties”) are committed to regional cooperation and coordination in building and sustaining capabilities to provide the greatest capability for prevention, protection, 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~~ **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 ~~wish to update~~ **updated** the ~~agreement-2007 MOU in 2011~~ regarding the objectives, governance structure, 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”).** ~~-as provided in this MOU, through the term of this Agreement. Certain governance and process changes are taken from the 2006 MOU and 2007~~

45 | ~~MOU, to ensure that the Agreements is consistent with grant program requirements. The 2011~~
46 | ~~MOU is set to expire on December 1, 2013. The Parties intend that this MOU shall, upon its~~
47 | ~~Effective Date, supersede and replace the 2011 MOU in its entirety.~~
48 |

49 | ACCORDINGLY, the Parties agree as follows:

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

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

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

68 | ~~c.~~
69 | ~~d-b.~~

70 |
71 | c. Co-Chairs. The UASI Approval Authority shall have two Co-Chairs. One of these Co-
72 | Chairs shall be from the same jurisdiction as the Fiscal Agent. The other Co-Chair
73 | shall be elected by the Members of the Approval Authority.

74 |
75 | ~~e-d.~~ Membership Eligibility Requirements. Each Party must be willing and legally able to
76 | accept and manage federal homeland security grant funds.

77 |
78 | ~~f-e.~~ Authority of Representatives. Each Party’s primary and alternate ~~representatives~~
79 | Representatives shall be authorized to take action for and speak on behalf of the
80 | Party.

81 |
82 | ~~g-f.~~ Attendance Requirement. If a Party fails to send a ~~representative~~ Representative to
83 | two or more Approval Authority meetings in a calendar year, the Approval Authority
84 | may remove that Party as a ~~member~~ Member of the Approval Authority by a two-
85 | thirds vote. In the event of such a vote, the ~~party~~ Party in question will not be
86 | eligible to vote on said issue.
87 |

88 | h-g. Purpose. The purpose of the Approval Authority is to provide effective direction and
89 | governance for grant programs under the jurisdiction of the Approval Authority, and
90 | to coordinate a regional approach to prevention, protection, response and recovery
91 | to homeland security threats in accordance with DHS grant guidelines. To the
92 | extent consistent with grant program requirements, the Approval Authority shall:
93 |

- 94 | i. Approve the UASI region homeland security strategy, which shall determine
95 | the focus of the Bay Area UASI program.
- 96 | ii. Adopt a regional risk management framework to administer the UASI
97 | Homeland Security Grant Program, and related grants, consistent with the
98 | grant guidelines and direction provided by the U.S. Department of Homeland
99 | Security (DHS) and the California Office of Emergency Management
100 | Agency Services (Cal EMA OES).
- 101 | iii. Approve grant allocation methodologies.
- 102 | iv. Approve all UASI Program and related grant applications.
- 103 | v. Approve allocation and distribution of grant funds under the jurisdiction of the
104 | Approval Authority.
- 105 | vi. Approve an annual budget for the Bay Area UASI Management Team, based
106 | on a July 1 – June 30 Fiscal Year.
- 107 | vii. Approve the establishment, purpose, and membership of any advisory bodies
108 | whose purpose is to advise the Approval Authority.

109 |
110 | h. Representatives Roles and Responsibilities. Each Approval Authority representative
111 | Representative shall:

- 112 |
- 113 | i. Be prepared for and attend all Approval Authority meetings.
- 114 | ii. Communicate with his or her jurisdiction’s management staff and
115 | stakeholders about the discussions and decisions of the Approval Authority,
116 | as permitted by law.
- 117 |

118 | i. Urban Area Working Group (UAWG). The Approval Authority shall constitute the
119 | primary UAWG for the UASI region, with support from the UASI General Manager
120 | and UASI Management Team.

121 |
122 | k-j. Other Federal Grants. The Approval Authority may decide to apply the agreements,
123 | structures, processes and mechanisms specified in this MOU in applying for,
124 | allocating and distributing other types of federal grant funding for the Bay Area UASI
125 | region. Any such decision shall be by 2/3a two thirds vote of the Approval Authority
126 | and may include a special designation of an alternative Fiscal Agent.

127 |
128 | h-k. Voting. The Approval Authority shall vote according to the following procedures:
129 |

- 130 i. All votes of the Approval Authority shall require a majority vote for passage of
131 any item, unless a higher threshold is specified in this MOU or set by the
132 Approval Authority in its ~~By Laws~~By-laws.
133 ii. Each ~~representative~~Representative shall have one vote.
134 iii. Each ~~representative~~Representative present at a meeting shall vote “yes” or
135 “no” when a question is put, unless excused from voting by a motion adopted
136 by a majority of the ~~members~~Members.
137 iv. Approval Authority ~~representatives~~Representatives shall disclose any conflict
138 of interest involved in their voting on an item, and shall, if necessary, request
139 to be excused from the vote on that item.

140 ~~m.~~l. Quorum. A quorum shall consist of the majority of the ~~representatives~~
141 Representatives on the Approval Authority. A quorum is at least six voting
142 Representatives. ~~members.~~—The Approval Authority may not meet or conduct
143 official business in the absence of a quorum.
144

- 145
- 146 2. City and County of San Francisco Obligations. During the term of this MOU, San
147 Francisco will provide the following services to the Approval Authority:
148
- 149 a. Designate 2-two primary ~~representatives~~Representatives and 2-two alternates as
150 full voting ~~members~~Members of the Approval Authority.
 - 151 b. Serve as the UASI region point of contact with the U.S. Department of Homeland
152 Security (DHS) and California Office of Emergency Management Agency Services (Cal
153 EMAQES) in connection with grants under the jurisdiction of the Approval Authority.
 - 154 c. Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval
155 Authority during the term of this MOU, notwithstanding that another Jurisdiction
156 may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent
157 pursuant to the process determined in the ~~Bylaws~~By-laws.
158
- 159 3. City of Oakland Obligations. During the term of this MOU, Oakland shall designate 1-one
160 primary individual and 1-one alternate as a full voting ~~member~~Member of the Approval
161 Authority.
162
- 163 4. City of San Jose Obligations. During the term of this MOU, San Jose shall designate 1
164 one primary individual and 1-one alternate as a full voting ~~member~~Member of the
165 Approval Authority.
166
- 167 5. Alameda County Obligations. During the term of this MOU, Alameda County shall
168 designate 1-one primary individual and 1-one alternate as a full voting ~~member~~Member
169 of the Approval Authority.
170
- 171 6. Santa Clara County Obligations: During the term of this MOU, Santa Clara County shall
172 designate 1-one primary individual and 1-one alternate as a full voting ~~member~~Member
173 of the Approval Authority.

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7. Contra Costa County Obligations. During the term of this MOU, Contra Costa County shall designate ~~1-one~~ primary individual and ~~1-one~~ alternate as a full voting ~~member~~ Member of the Approval Authority.
8. Marin County Obligations: During the term of this MOU, Marin County shall designate ~~1-one~~ primary individual and ~~1-one~~ alternate as a full voting ~~M~~member of the Approval Authority.
9. San Mateo County Obligations: During the term of this MOU, San Mateo County shall designate ~~1-one~~ primary individual and ~~1-one~~ alternate as a full voting ~~member~~ Member of the Approval Authority.
10. Sonoma County Obligations: During the term of this MOU, Sonoma County shall designate ~~1-one~~ primary individual and ~~1-one~~ alternate as a full voting ~~member~~ Member of the Approval Authority.
11. Monterey County Obligations: During the term of this MOU, Monterey County shall designate ~~1-one~~ primary individual and ~~1-one~~ alternate as a full voting ~~member~~ Member of the Approval Authority.
12. Obligations of All Parties. All Parties shall:
 - a. Participate in the implementation of regional projects and initiatives within the Bay Area Urban Area that are consistent with the mission and decisions of the Approval Authority, including participation in the Risk and Capability Assessment process on an annual basis.
 - b. Provide personnel with subject-matter expertise to participate on any advisory groups or working groups established by the Approval Authority and/or the General Manager. Such personnel shall be authorized to take action for and speak on behalf of the Party.
- ~~13-~~ California Office of Emergency Management Agency Services: During the term of this MOU,
- ~~14-~~ 13. CALEMA-Cal OES will designate ~~1-one~~ individual to serve in a non-voting ~~n~~ advisory capacity ~~and~~ to ensure consistency in strategies and initiatives that support homeland security programs.
- ~~15-~~ 14. General Manager.
 - a. The Approval Authority shall establish the minimum qualifications for the General Manager position, and may establish desired and preferred qualifications.
 - b. The Approval Authority shall select a General Manager.
 - c. The General Manager shall be an employee or contractor of the Fiscal Agent.

- 218 d. While the City and County of San Francisco is the Fiscal Agent, the General Manager
219 will be an employee of San Francisco, not a contractor.
- 220 e. The employing jurisdiction is responsible for the work of the General Manager, and
221 for directing and managing that work consistent with the duties determined and
222 established by the Approval Authority. Nothing in this Agreement is intended to
223 interfere with the right of the employing jurisdiction to take employment action
224 regarding the employee assigned as General Manager, including but not limited to
225 imposing discipline up to and including termination of employment.
- 226 f. The individual selected by the Approval Authority shall be assigned to work full-time
227 as the General Manager. The General Manager position shall be funded through
228 grant funds.
- 229 g. Nothing in this ~~agreement~~ MOU is intended to interfere with the right of the
230 Approval Authority to remove the General Manager from ~~their~~ his or her role as the
231 General Manager of the Bay Area UASI Management Team.

232 ~~16-15.~~ UASI Management Team.

- 233
- 234 a. In consultation with the Approval Authority, the General Manager ~~shall~~ may select
235 ~~individuals~~ employees of the Parties or independent contractors to serve on ~~for~~
236 ~~assignment to~~ the Management Team. ~~The members of this Team shall be~~
237 ~~employees of the Parties, and assigned to work full-time on the Management Team.~~
238 The salaries of ~~those~~ e-employees assigned to ~~serve~~ serve on the Management Team
239 shall be funded through grant funds. Nothing in this ~~Agreement~~ MOU is intended to
240 interfere with the right of an employing jurisdiction to take employment action
241 regarding an employee assigned to the Management Team, including but not limited
242 to imposing discipline up to and including termination of employment.
- 243 b. The ~~employing jurisdiction~~ General Manager is responsible for the work of
244 employees assigned to the Management Team, and for directing and managing that
245 work consistent with the general duties determined and established by the General
246 Manager with the employing jurisdiction.

247

248 ~~17-16.~~ Grants and Contracts Awarded for UASI Grant-Funded Projects. On behalf of, and by
249 a vote of the Approval Authority, the Fiscal Agent may apply for federal grant funding
250 for the UASI region. All grants and contracts awarded using UASI Program grant funds
251 received by the UASI region shall conform to all applicable federal and state grant and
252 contracting requirements.

- 253
- 254 a. Fiscal Agent. The City and County of San Francisco shall be the Fiscal Agent for the
255 Bay Area UASI, notwithstanding that another Jurisdiction may indicate its desire to
256 become the Fiscal Agent and may become the Fiscal Agent pursuant to the process
257 determined in the ~~By-laws~~ By-laws. The Fiscal Agent shall serve as the sub-grantee
258 for funds granted by DHS and Cal ~~EMA~~ OES to the Bay Area Urban Area. The Fiscal
259 Agent shall provide all financial services and establish procedures and execute sub
260 recipient agreements for the distribution of grant funds to jurisdictions selected by

261 the Approval Authority to receive grant funds. The Parties understand that until the
262 Fiscal Agent and a sub recipient jurisdiction fully and finally execute a sub-recipient
263 agreement, the Fiscal Agent shall have no obligation to disburse grant funds to that
264 jurisdiction. The Parties acknowledge and agree that grant decisions are subject to
265 the discretion and decision-making of ~~the~~ Cal EMA-OES and ~~the~~ Approval Authority.
266 A Party or other sub recipient jurisdiction that takes any action, informal or formal,
267 to appropriate, encumber or expend ~~Grant grant Funds funds~~ before final allocation
268 decisions by Cal EMA-OES and the Approval Authority, and before a sub recipient
269 agreement is fully and finally executed with the Fiscal Agent, assumes all risk of
270 possible non-allocation or non-reimbursement of funds.

271 b. All requests for funding or reimbursement from the Fiscal Agent shall meet any
272 guidelines and requirements established by the Fiscal Agent. The guidelines may
273 include requirements for record keeping, internal audits, signature authority for
274 approval of reimbursement requests, submission of financial reports, and
275 compliance with professional accounting standards. The Fiscal Agent may recover
276 eligible costs for legal, financial, and other services through the grants administered
277 by the Fiscal Agent.

278 c. A ~~member~~ Member agency who is a signatory to this Memorandum of
279 Understanding and who has met all the requirements to hold a seat on the Approval
280 Authority may request to be considered by the remaining ~~members~~ Members of the
281 Approval Authority to assume the role of Fiscal Agent at any time during the term of
282 this Memorandum of Understanding. The Approval Authority shall consider the
283 application, along with any applications of other ~~members~~ Members, according to
284 the process contained in the ~~By-Laws~~ By-laws.

285 d. The City and County of San Francisco, as the Fiscal Agent will file a performance
286 evaluation for the General Manager based upon the evaluation completed by the
287 Approval Authority, on an annual basis pursuant to the Human Resources Rules of
288 the City and County of San Francisco.

289
290 ~~18.~~ 17. By-Laws ~~By-laws~~. The Approval Authority shall promulgate ~~By-Laws~~ By-laws to
291 govern implementation of this MOU, and to set duties and responsibilities for the
292 General Manager and Management Team. The ~~By-Laws~~ By-laws shall be consistent with
293 the terms of this MOU. Wherever the ~~By-Laws~~ By-laws conflict with the MOU, the MOU
294 controls. The ~~By-Laws~~ By-laws may be adopted and amended by a two-thirds vote of the
295 Approval Authority.

296
297 ~~19.~~ 18. Indemnification. In lieu of and notwithstanding the pro rata risk allocation that
298 might otherwise be imposed between the Parties pursuant to Government Code Section
299 895.6, the Parties agree that all Losses (as defined below) incurred by a Party in
300 connection with this MOU or the activities contemplated by this MOU shall not be
301 shared pro rata but instead the Parties agree that pursuant to Government Code Section
302 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties,
303 including, without limitation, their officers, board members, employees and agents,
304 harmless from any Losses imposed for injury (as defined by Government Code Section

305 810.8) arising in connection with the negligent acts or omissions or willful misconduct of
306 | the indemnifying partyParty, including, without limitation, its officers, board members,
307 employees or agents, under or in connection with or arising out of any work, authority
308 or jurisdiction delegated to such Party under this Agreement. No Party, including,
309 without limitation, any officer, board member, employee or agent thereof, shall be
310 responsible for any Losses occurring by reason of the negligent acts or omissions or
311 willful misconduct of other Parties hereto, including, without limitation, their officers,
312 board members, employees or agents, under or in connection with or arising out of any
313 work, authority or jurisdiction delegated to such other Parties under this Agreement.
314 For purposes of this Section, Losses shall mean any and all claims, demands, losses,
315 liabilities, damages (including foreseeable and unforeseeable consequential damages to
316 the extent arising from third party claims), liens, obligations, interest, injuries, penalties,
317 fines, lawsuits and other proceedings, judgments and awards and costs and expenses
318 (including, without limitation, reasonable attorneys' fees and costs, and consultants'
319 fees and costs) of whatever kind or nature, known or unknown, contingent or
320 otherwise.

321 ~~20~~.19. Conflicts of Interest. If and when a Party identifies an actual or potential conflict of
322 interest among one or more of the Parties, that Party shall send written notification to
323 all Parties. The Party with the actual or potential conflict shall respond to the notice
324 within three business days. The response shall indicate whether the Party agrees or
325 disagrees that a conflict exists. If the Party agrees, that Party may take appropriate
326 action to cure the conflict, if possible, and shall describe its corrective actions in its
327 response. If a Party disagrees, or cannot to cure an actual conflict, the Approval
328 Authority shall meet on the conflict within not less than 30 calendar days of the initial
329 notice, in an effort to resolve the conflict. The Approval Authority shall schedule a
330 special meeting if necessary to meet this timeline. All notices under this section shall be
331 provided under Section 28, Notices.
332

333
334 ~~21~~.20. Effective Date and Term. This MOU shall take effect on the **December 1, 2011-2013**
335 **["Effective Date"]** and shall remain in effect until **December 1, 2013-2017**, unless sooner
336 terminated as provided below ("Term").
337

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338 ~~22~~.21. Termination.

- 339
- 340 a. Any Party may terminate its participation in this MOU by providing 30-days advance
341 written notice of its termination to all Parties and the General Manager. That Party
342 shall fulfill any grant-related or contractual obligations to the Fiscal Agent. This MOU
343 shall continue in effect between the remaining Parties.
 - 344 b. The Approval Authority may terminate any Party's participation in this MOU by a
345 two-thirds vote, due to failure of the Party to meet the membership eligibility
346 requirements under Section 1 of this MOU. A party whose membership in the MOU
347 is terminated must still fulfill any grant-related or contractual obligations to the
348 Fiscal Agent.

349 c. The Approval Authority may terminate this MOU at any time, for convenience and
350 without cause, by unanimous vote. Any such action of the Approval Authority shall
351 specify the date on which the termination shall be effective, which date shall be at
352 least ~~6~~ six months from the date of the Approval Authority's action to terminate the
353 MOU.

354
355 ~~23-22.~~ Jurisdiction and Venue. The laws of the State of California shall govern the
356 interpretation and performance of this MOU. Venue for any litigation relating to the
357 formation, interpretation or performance of this MOU shall be in San Francisco, CA.

358
359 ~~24-23.~~ Modification. This MOU may not be modified, nor may compliance with any of its
360 terms be waived, except by written instrument executed and approved in the same
361 manner as this MOU.

362
363 ~~25-24.~~ Cooperative Drafting. This MOU has been drafted through a cooperative effort of
364 the Parties, and all Parties have had an opportunity to have the MOU reviewed and
365 revised by legal counsel. No Party shall be considered the drafter of this MOU, and no
366 presumption or rule that an ambiguity shall be construed against the Party drafting the
367 clause shall apply to the interpretation or enforcement of this MOU.

368
369 ~~26-25.~~ Survival of Terms. The obligations of the Parties and the terms of the following
370 provisions of this Agreement shall survive and continue following expiration or
371 termination of this Agreement: Section 18.

372
373 ~~27-26.~~ Complete Agreement. This is a complete agreement and supersedes any prior oral
374 or written agreements of the Parties regarding the subject matter of this MOU,
375 including but not limited to the process for applying for and distributing grant funding
376 for the Bay Area Urban Area. Without limiting the foregoing, this ~~This~~ MOU supersedes
377 the Memorandum of Understanding between City and County of San Francisco, City of
378 San Jose, City of Oakland, Alameda County, and Santa Clara County, dated ~~July~~
379 December 1, 2011~~4~~, 2007.

380
381 ~~28-27.~~ Severability. Should the application of any provision of this MOU to any particular
382 facts or circumstances be found by a court of competent jurisdiction to be invalid or
383 unenforceable, then (a) the validity of other provisions of this MOU shall not be
384 affected or impaired thereby, and (b) such provision shall be enforced to the maximum
385 extent possible so as to effect the intent of the Parties and shall be reformed without
386 further action by the Parties to the extent necessary to make such provision valid and
387 enforceable.

388
389 ~~29-28.~~ Counterparts. This MOU may be executed in several counterparts, each of which is
390 an original and all of which constitutes but one and the same instrument.
391

392 | ~~30-29.~~ Notice.
393 | a. Any notices required hereunder shall be given as follows:

394 |
395 | If to the **City and County of San Francisco**, to:
396 | Anne Kronenberg, Executive Director
397 | Department of Emergency Management
398 | 1011 Turk Street
399 | San Francisco, CA 94102
400 | (415) 558-3800
401 | Anne.kronenberg@sfgov.org
402 | and
403 | ~~Raymond Guzman, Monica Fields,~~ Deputy Chief of Administration
404 | Fire Department
405 | 698 Second Street
406 | San Francisco, CA 94107
407 | (415) 558-3411
408 | ~~monica.fields~~raymond.guzman@sfgov.org

409 |
410 | If to the **City of Oakland**, to:
411 | Renee A. Domingo, Director of Emergency Services
412 | 1605 Martin Luther King Jr. Way, 2nd Floor
413 | Oakland, CA 94612
414 | (510) 238-3939
415 | RADomingo@oaklandnet.com

416 |
417 | If to the **City of San Jose**, to:
418 | Christopher A. Godley, CEM, Director of Emergency Services
419 | 855 North San Pedro Street, #404
420 | San José, CA 95110-1718
421 | (408) 277-4595
422 | Christopher.godley@sanjoseca.gov

Field Code Changed

423 |
424 | If to **Alameda County**, to:
425 | Richard T. Lucia, Undersheriff
426 | Alameda County Sheriff's Office
427 | 1401 Lakeside Drive 12th Floor
428 | Oakland, CA 94612
429 | (510) 272-6868 Office
430 | rlucia@acgov.org

431 |
432 | If to **Contra Costa County**, to:
433 | Mike Casten, Undersheriff
434 | Contra Costa County Sheriff's Office
435 | 651 Pine Street, 7th Floor

436 Martinez, CA 94553
437 (925) 335-1514
438 mcast@so.cccounty.us
439

440
441
442
443

444 If to **Marin County**, to:
445 ~~Rick Navarro~~Dave Augustus, Captain
446 Marin County Sheriff's Office
447 3501 Civic Center Drive #145
448 San Rafael, CA 94903
449 (415) 473-7250
450 ~~rnavarro~~daveaugustus@marinsheriff.org

451
452 If to **Monterey County**, to:
453 Sherrie L. Collins, Emergency Services Manager
454 Office of Emergency Services
455 1322 Natividad Road
456 Salinas, CA 93906
457 (831) 796-1901
458 collinsSL@co.monterey.ca.us

Field Code Changed

459
460 If to **San Mateo County**, to:
461 Carlos G. Bolanos, Undersheriff
462 San Mateo County Sheriff's Office
463 400 County Center
464 Redwood City, CA 94063
465 (650) 599-1662
466 cbolanos@co.sanmateo.ca.us

467
468 If to **Santa Clara County**, to:
469 Emily Harrison, Deputy County Executive
470 Office of the County Executive
471 70 West Hedding, East Wing, 11th Floor
472 San Jose, CA 95110
473 (408) 299-5116
474 Emily.harrison@ceo.sccgov.org

Field Code Changed

475
476 If to **Sonoma County**, to:
477 Christopher Helgren, Emergency Services Manager
478 Sonoma County Fire and Emergency Services Department
479 2300 County Center Drive, Suite 221A

480 Santa Rosa, CA 95403
481 (707) 565-1152
482 Christopher.helgren@sonoma-county.org

Field Code Changed

483
484
485
486
487 If to ~~State of California, Cal EMAOES~~, to:
488 Brendan Murphy, ~~Acting Assistant S~~Undersecretary
489 California ~~Office of Emergency Management Agency~~Services
490 3650 Schriever Ave.
491 Mather, CA 95655
492 (916) 322-2785
493 Brendan.murphy@calema.ca.gov

- 494
- 495 b. Notices shall be deemed given when received if given in person, by facsimile or
 - 496 by electronic means (if a record of receipt is kept by the sending party showing
 - 497 the date and time of receipt) or three (3) days following deposit in the United
 - 498 States Mail, postage prepaid, to the addressees set forth in subsection (a) above.
 - 499 c. Any Party may change its contact individual and/or address for notice by giving
 - 500 written notice of the change to the other Parties and the General Manager.

501
502 The individuals executing this MOU represent and warrant that they have the legal capacity and
503 authority to do so on behalf of their respective legal entities.

504
505 The undersigned approve the terms and conditions of this MOU.

506

507 **City and County of San Francisco, California**
508
509 Signature: _____
510 By: _____
511 Title: _____
512

513 **City of Oakland, California**

514

515 Signature: _____

516 By: _____

517 Title: _____

518

519
520 **City of San Jose, California**
521 Signature: _____
522 By: _____
523 Title: _____
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Alameda County, California

Signature: _____

By: _____

Title: _____

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Contra Costa County, California

Signature: _____

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Title: _____

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Marin County, California

Signature: _____

By: _____

Title: _____

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548 **Monterey County, California**

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550 Signature: _____

551 By: _____

552 Title: _____

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555 **San Mateo County, California**
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557 Signature: _____
558 By: _____
559 Title: _____
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Santa Clara County, California

Signature: _____

By: _____

Title: _____

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Sonoma County, California

Signature: _____

By: _____

Title: _____

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AGENDA ITEM # 7

APPENDIX B

UPDATED BY-LAWS WITH
CHANGES TRACKED

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

3
4 **BY-LAWS**

5
6 | **Approved by the Approval Authority on August 18, ~~2011~~2013**
7

8 |
9 **ARTICLE I – FORMATION**

10
11 | The Bay Area Urban Area Security Initiative Approval Authority (“Approval Authority”)
12 | was established by a Memorandum of Understanding between the City and County of
13 | San Francisco, the City of Oakland, the City of San Jose, the County of Alameda and
14 | the County of Santa Clara, dated July 1, 2006. A successor Memorandum of
15 | Understanding between the same parties, dated July 1, 2007, continued the Approval
16 | Authority. A new Memorandum of Understanding dated December 1, 2011 (“2011
17 | MOU”) was entered by the initial parties and the following additional government entities
18 | from the Bay Area Urban Area: County of Contra Costa, County of Marin, County of
19 | Monterey, County of San Mateo and County of Sonoma. The entities are collectively
20 | referred as parties. The 2011 MOU expires on December 1, 2013. The parties intend to
21 | establish a new 2013 MOU prior to the expiration of the 2011 MOU. ~~is the current~~
22 | ~~controlling document for the Approval Authority.~~
23

24 |
25 **ARTICLE II – PURPOSE**

26
27 | The Approval Authority provides overall governance of the Urban Area~~ss~~ 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. In
30 | addition to the UASI grant program, the Approval Authority has voted to assume
31 | jurisdiction, to the extent permitted by grant guidelines, over the Regional Catastrophic

32 Preparedness Grant Program (“RCPGP”) and the Interoperable Emergency
33 Communication Grant Program (“IECGP”). The Approval Authority coordinates
34 development and implementation of all grant projects, programs and initiatives, and
35 ensures compliance with grant program requirements, as more fully set forth in the ~~2014~~
36 2013 MOU.

37

38 **ARTICLE III – MEMBERS AND REPRESENTATIVES**

39

40 The Members of the Approval Authority are **City of Oakland, City of San Jose, City**
41 **and County of San Francisco, County of Alameda, County of Contra Costa,**
42 **County of Marin, County of Monterey, County of San Mateo, County of Santa**
43 **Clara and County of Sonoma.** Each Member shall select primary and alternate
44 Representatives to the Approval Authority, as specified in the ~~2014-2013~~ MOU. The
45 City and County of San Francisco shall select two primary and two alternate
46 Representatives. Unless expressly specified in these By-laws, a reference to a
47 Member’s Representative is to the Member’s primary Representative.

48

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

50

51 Section 4.1. Selection of ~~the Co-Chairs. -and Vice-chair.~~ The officers of the Approval
52 Authority are ~~the two Co-Chairs. One of the Co-Chairs shall be from the same~~
53 ~~jurisdiction as the Fiscal Agent. The other Co-Chair shall be elected by the Approval~~
54 ~~Authority from among the Members’ primary Representatives on an annual basis a-and~~
55 ~~Vice-chair. At the first December Approval Authority meeting these By-Laws take effect,~~
56 ~~and thereafter at the first regular meeting of each Municipal fiscal year. The elected Co-~~
57 ~~Chair shall not be from the same jurisdiction as the Fiscal Agent and the other Co-Chair.~~
58 ~~, the Approval Authority shall elect a Chair and Vice-chair from among the Member’s~~
59 ~~primary Representatives. Alternate Representatives cannot serve as the Chair or Vice-~~
60 ~~chair of the Approval Authority.~~

61

62

63 | ~~Section 4.2. Term of the Co-Chairs. The Co-Chair that is representing the same~~
64 | ~~jurisdiction as the Fiscal Agent may serve continuous terms. and Vice-chair. Except~~
65 | ~~for the initial term, which may be less than one year, †The elected Co-Chair and Vice-~~
66 | ~~chair shall serve a one-year term and. A Representative may not serve more than two~~
67 | ~~consecutive terms as Co-Chair or Vice-chair. If the elected the Co-Chair is unable to~~
68 | ~~complete his or her term, the Vice-chair shall become Chair for the remaining period of~~
69 | ~~the Chair's term, and the Approval Authority shall elect a new ViceCo-Ce~~
70 | ~~chair at the next regularly scheduled meeting to serve the remaining period of the ViceCo-chair's Chair's~~
71 | ~~term.~~

72 |
73 | ~~Section 4.32. Duties of the Co-Chairs. The Co-Chairs shall perform the following~~
74 | ~~duties:~~

- 75 |
76 | (a) Approve the agenda for all Approval Authority meetings.
77 | (b) Preside over all meetings of the Approval Authority. The Co-Chairs shall
78 | alternate chairing the Approval Authority meetings.
79 | (c) Call special meetings of the Approval Authority outside of the regular
80 | meeting schedule, subject to Section 6.3 (Special Meetings), below.
81 | (d) Cancel a meeting of the Approval Authority, but only if there is no quorum
82 | or a declared local, state, or national emergency that impacts the Bay
83 | Area Urban Area.
84 |

85 | Both Co-Chairs must be in agreement on the above duties. If one of the Co-Chairs is
86 | unavailable to attend an Approval Authority meeting or exercise the duties outlined
87 | above, that Co-Chair shall notify the other Co-Chair and cede his or her responsibilities
88 | for the specified time that he or she is unavailable.

89 |
90 |
91 | ~~Section 4.4. Duties of the Vice-chair. The Vice-chair shall fulfill the duties of the Chair-~~
92 | ~~any time when the Chair is unavailable, or when so designated by the Chair.~~
93 |

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

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~~Section 5.1. Personnel Committee. The Chair shall appoint three Approval Authority Representatives to a standing Personnel Committee, and select one of those Representatives to serve as the Chair of the Committee, one of the Representatives must be from the Fiscal Agent jurisdiction. The Personnel Committee shall:~~

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- ~~_____ (a) Prepare proposed minimum qualifications, as well as any proposed desired and preferred qualifications, for the General Manager position, for approval by the Approval Authority.~~
- ~~_____ (b) Prepare proposed duties for the General Manager, as well as proposed performance goals and expectations, for approval by the Approval Authority.~~
- ~~_____ (c) Conduct an annual performance evaluation of the General Manager, and interim evaluations as determined by the Chair of the Committee, and submit a recommend annual performance evaluation to the Approval Authority for action.~~
- ~~_____ (d) Recommend removal of the assigned General Manager to the Approval Authority for action.~~

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~~Section 5.2. Advisory Group. The UASI Approval Authority will establish an Advisory Group to advise the Approval Authority on matters under the jurisdiction of the Approval Authority.~~

~~(a) Purpose: The advisory group is to support the UASI Approval Authority in making decisions, by gathering information, analyzing information, having dialogue and making recommendations to the Approval Authority.~~

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- ~~(b) Membership: Operational Area/Urban City/Significant Partners to provide one person and one alternate with the ability to include subject matter experts as needed.~~
- ~~Oakland~~
- ~~San Francisco~~
- ~~San Jose~~
- ~~Alameda~~
- ~~Contra Costa~~
- ~~Marin~~
- ~~Monterey~~
- ~~Napa~~
- ~~San Benito~~
- ~~San Mateo~~
- ~~Santa Clara~~
- ~~Santa Cruz~~
- ~~Solano~~
- ~~Sonoma~~
- ~~Fusion Center~~
- ~~CalEMA~~

137 ~~(e) — Chair and Co-Chair: The Advisory Group will identify a Chair and a Co-Chair that~~
138 ~~will serve one year terms to run from July 1 June 30. The person will be selected from~~
139 ~~within the group by the group.~~

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140 ~~(d) —~~

141 ~~(e) — Staff Support: UASI Mgt Team will provide staff support to the Advisory Group to~~
142 ~~include meeting protocol management, taking and maintenance of minutes.~~

143 ~~(f) —~~

144 ~~(g) — Meetings: The Advisory Group will meet on a regular schedule consistent with~~
145 ~~the schedule set for the Approval Authority to accommodate for reasonable information~~
146 ~~exchange. All meetings will be conducted subject to the same open meeting~~
147 ~~requirements of the UASI Approval Authority.~~

148 ~~(h) — Reports: At each regular meeting of the Approval Authority, a member of~~

149 ~~(i) — the Advisory Group shall report on significant actions or issues considered by the~~
150 ~~Group since the last Approval Authority meeting.~~

151 ~~(j)~~

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153 Section 5.31. Regional Working Groups. The General Manager may create discipline-
154 specific and/or functionally-determined advisory groups or working groups to make
155 comprehensive assessments and recommendations that address risk reduction, ~~and~~
156 ~~increased~~ capabilities on a regional basis, vet regional project proposals, and review
157 grant allocations. These regional working groups may elect Chairs from among their
158 memberships.

159

160

161

162 **ARTICLE VI – APPROVAL AUTHORITY MEETINGS**

163

164 Section 6.1. Open Meeting Policy. It is the policy of the Approval Authority to conduct
165 official business through open and public meetings. The Approval Authority shall
166 conduct its meetings, and the meetings of any committees established by the Approval
167 Authority in compliance with the Ralph M. Brown Act, California Government Code
168 §54950 *et seq.* (the “Brown Act”).

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169

170 Section 6.2. Regular Meetings. The Approval Authority shall meet at 10:00 a.m. on the
171 second Thursday of the month during the following months: January, February, March,
172 April, May, June, July, August, September, October, November and December.

173

174 | Section 6.3. Special Meetings. The Co-Chairs may call special meetings with ten (10)
175 business days advance notice. In addition, a majority of the Representatives of the
176 Approval Authority may call a special meeting by vote at a noticed meeting. Materials
177 for a special meeting may be distributed at the meeting, with the exception of the
178 meeting agenda, which must be distributed and posted publicly 72-24 hours in advance
179 of the meeting, per the Brown Act.

180

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

189

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

194

195 | Section 6.6. Distribution of Meeting Materials. Except as described in Section 6.3
196 (Special Meetings), at least seven (7) calendar days before an Approval Authority
197 meeting, the General Manager shall distribute to all primary Representatives a meeting
198 agenda, approved by the Co-Chairs, along with any supporting or supplementary
199 materials, including staff reports on agenda items. The General Manager shall also post
200 the agenda.

201

202 | (a) *Distribution to Representatives.* The General Manager shall distribute the
203 meeting agenda via email to Approval Authority Representatives. At the

204 written request of a Representative, the General Manager will also
205 distribute the agenda to that individual by any other means, including U.S.
206 mail or fax. In addition, a Representative may identify in writing up to
207 three (3) additional persons, such as the Representative's assistant or
208 officials of the Representative's Member, to whom the General Manager
209 shall distribute the agenda.

210 (b) *General Posting.* The General Manager shall post the agenda at the
211 meeting location and on the UASI website. Except with regard to special
212 meetings, the ~~The~~ General Manager shall post on the website all public
213 materials for the meeting at least 72 hours before the meeting, and to the
214 extent practicable, seven (7) calendar days before the meeting.

215 (c) *Other Distribution.* Members of the public may submit a written request to
216 the General Manager to receive copies of Approval Authority agenda
217 and/or agenda materials. A written request shall be valid for the calendar
218 year in which it is submitted, and must be renewed following January 1 of
219 each year. The General Manager shall provide a copy of the agenda
220 and/or agenda materials by email or U.S. mail to each person with a
221 current written request submitted to the General Manager.
222

223 Section 6.7. Meeting Minutes. The General Manager shall prepare minutes of each
224 Approval Authority meeting and submit them to the Approval Authority Representatives.
225 ~~The no later than 14 calendar days after the meeting. In addition, the Co-Chairs shall~~
226 ~~place make~~ the draft minutes available and subject to review and on the agenda for
227 approval at the next regularly scheduled Approval Authority meeting. The General
228 Manager shall post approved minutes on the UASI website ~~within 14 calendar days~~
229 following the meeting where the minutes are approved. Meeting minutes shall include
230 the following information:

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

235

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

240

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

247

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

252

253 Section 6.11 Electronic Messaging During Meetings.

254 Text messaging during a meeting could enable a ~~member~~Member to surreptitiously
255 communicate with another ~~member~~Member or interested parties, or receive evidence
256 or direction as to how to vote, from an outside party, that other ~~members~~Members of
257 ~~the body~~ and the parties do not see. These circumstances may undermine the integrity
258 of the proceeding and raise due process concerns.

259

260 Text messaging or use of other personal electronic communications devices during any
261 meeting of a policy body presents serious problems. The Brown Act and Sunshine
262 Ordinance presume that public input during a meeting will be “on the record” and visible
263 to those who attend or review a tape of the meeting. But members of the public will not
264 observe the text messages that ~~members~~Members of the policy body receive during
265 the meeting. Hence the public will not be able to raise all reasonable questions

266 | regarding the basis for the policy body's actions. And text messaging among ~~members-~~
267 | Members of the policy body concerning an agenda item or other business of the body
268 | could lead to an unlawful seriatim meeting in the midst of a formal meeting. _

269 |
270 | Text messaging related to meeting agenda items is strictly prohibited. -and any text
271 | messaging during meetings is strongly discouraged.-
272 |

273 | Section 6.1112. Public Participation. It is the policy of the Approval Authority to
274 | encourage and permit public participation and comment on matters within the Approval
275 | Authority's jurisdiction, as follows.

276 |
277 | (a) *Public Comment on Agenda Items.* The Approval Authority will take public
278 | comment on each item on the agenda. The Approval Authority will take
279 | public comment on an action item before the Approval Authority takes
280 | action on that item. Persons addressing the Approval Authority on an
281 | agenda item shall confine their remarks to the particular agenda item. For
282 | each agenda item, each member of the public may address the Approval
283 | Authority once, for up to three minutes. The Co-Chairs may limit the
284 | public comment on an agenda item to less than three minutes per
285 | speaker, based on the nature of the agenda item, the number of
286 | anticipated speakers for that item, and the number and anticipated
287 | duration of other agenda items.

288 | (b) *General Public Comment.* The Approval Authority shall include general
289 | public comment as an agenda item at each meeting of the Approval
290 | Authority. During general public comment, each member of the public
291 | may address the Approval Authority on matters within the Approval
292 | Authority's jurisdiction. Issues discussed during general public comment
293 | must not appear elsewhere on the agenda for that meeting. Each
294 | member of the public may address the Approval Authority once during
295 | general public comment, for up to three minutes. The Co-Chairs may limit
296 | the total general public comment to 30 minutes and may limit the time

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297 allocated to each speaker depending on the number of speakers during
298 general public comment and the number and anticipated duration of
299 agenda items.

300 (c) *Comment, Not Debate.* Approval Authority Representatives and other
301 persons are not required to respond to questions from a speaker.
302 Approval Authority Representatives shall not enter into debate or
303 discussion with speakers during public comment, although Approval
304 Authority Representatives may question speakers to obtain clarification.
305 Approval Authority Representatives may ask the General Manager to
306 investigate an issue raised during public comment and later report to the
307 Approval Authority. The lack of a response by the Approval Authority to
308 public comment does not necessarily constitute agreement with or support
309 of comments made during public comment. The Approval Authority is not
310 permitted to take any action with respect to items that are not on a
311 meeting agenda, absent special circumstances and in compliance with the
312 Brown Act.
313

314

315 **ARTICLE VII – GENERAL MANAGER AND MANAGEMENT TEAM**
316

317 Section 7.1. General Manager. The assignment of the General Manager, including
318 selection, duties, evaluation, and removal, shall be governed by the 2011-2013 MOU
319 and these By-laws. The General Manager shall:

- 320
- 321 (a) Act in accordance with the 2011-2013 MOU, these By-laws, and any
322 policies and procedures established by the Approval Authority.
 - 323 (b) Establish proposed criteria, rationale, and methodology, consistent with
324 grant guidelines, for selecting governmental entities from within the Bay
325 Area Urban Area for either direct or indirect representation. The Approval
326 Authority shall approve the criteria, rationale and methodology and the
327 selection of jurisdictions for direct or indirect representation.

- 328 (c) Make reasonable efforts to balance regional representation on the
329 Management Team.
- 330 (d) Direct and manage the work of the personnel assigned to the
331 Management Team; to support the Approval Authority initiatives and
332 projects. The General Manager shall carry out this responsibility by
333 appropriate means determined in his or her sole discretion, including but
334 not limited to setting job duties and responsibilities, performance goals
335 and expectations, conducting performance plans and evaluations,
336 directing corrective action plans, and removing personnel from an
337 assignment to the Management Team, with or without cause at any time;
338 however, the employing jurisdiction retains all power to issue written
339 reprimands or suspensions to personnel assigned to the Management
340 Team.
- 341 (e) Regularly report on the status of recruitment for positions in the
342 Management Team. Recruitments for positions in the Management Team
343 shall be open, competitive, and fair.
- 344 (e) At the last regularly scheduled meeting of the fiscal year, present to the
345 Approval Authority information on individuals selected for assignment to
346 the Management Team. The General Manager shall provide ~~at least the~~
347 ~~following information: criteria used for recruitment of position, job~~
348 ~~description, resume for the employee,~~ and compensation (as set by the
349 employing agency) for review and approval. All new positions require
350 approval of the job description and compensation by the Approval
351 Authority prior to effect, further, any changes to compensation other than
352 normal business must be approved by the Approval Authority.
- 353 (f) At the last regularly scheduled meeting of the fiscal year, submit a
354 recommended annual work plan for the upcoming year, for the General
355 Manager and Management Team, for approval by the Approval Authority.
356 The annual work plan shall include specific deliverables and timelines, as
357 well as an organizational chart for the Management Team. During the
358 course of the year, the General Manager shall present any proposed

359 changes to the work plan to the Approval Authority for its review and
360 approval.

361

362 Section 7.2. Performance Review. ~~The Fiscal Agent, as the hiring manager for the~~
363 ~~General Manager, shall. The Personnel Committee shall~~ conduct an annual performance
364 review of the General Manager ~~with input from the Approval Authority. , as well as~~
365 ~~interim evaluations as determined by the Chair of the Personnel Committee. The~~
366 ~~performance review shall be provided to the Fiscal Agent as the hiring authority for the~~
367 ~~General Manager.~~

368

369 Section 7.3. Management Team. The General Manager may select personnel for
370 assignment to the Management Team as provided in the ~~2011-2013~~ MOU.

371

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

376

- 377 (a) Act in accordance with the ~~2011-2013~~ MOU, these By-laws, and any
378 policies and procedures established by the Approval Authority.
- 379 (b) Oversee and execute all administrative tasks associated with application
380 for and distribution of grant funds and programs.
- 381 (c) Coordinate and manage any advisory and working groups, and serve as
382 the liaison between those groups to ensure regional coordination and
383 collaboration.
- 384 (d) Maintain all records associated with the activities of the Approval
385 Authority, Management Team and any advisory and working groups,
386 including but not limited to records regarding application, funding and
387 disbursement processes for grants under the jurisdiction of the Approval
388 Authority.
- 389 (e) Provide regional coordination, monitoring, and appropriate oversight and

- 390 management of grant funded projects and programs.
- 391 (f) Work with any advisory and working groups, as well as appropriate Bay
- 392 Area stakeholders, to obtain input and make recommendations to the
- 393 Approval Authority on application for and allocation and distribution of
- 394 grant funds under the jurisdiction of the Approval Authority, and policy and
- 395 programmatic objectives in alignment with the federal grant guidelines and
- 396 the regional, state and federal homeland security strategies.
- 397 (g) Perform additional functions, duties and responsibilities as determined and
- 398 established by the General Manager.

399

400 Section 7.5. Budget. At the last regularly scheduled meeting of the fiscal year, the

401 General Manager shall submit a recommended annual Management Team budget, for

402 approval by the Approval Authority. The budget shall include recommendations for the

403 upcoming fiscal year, for all staff and consultant resources, training, and travel

404 expenses of the Management Team.

405

406 Section 7.6 General Manager's Reports. At each Approval Authority meeting, the

407 General Manager shall provide a written report and oral summary that describes the

408 following:

409

- 410 (a) All management activities related to grant projects and initiatives.
- 411 (b) Recommendations and major issues raised by any ~~Advisory~~ advisory
- 412 ~~Group~~ group or working group.
- 413 (c) Any proposed changes to the annual Management Team Work Plan, for
- 414 approval by the Approval Authority before implementation.

415

416 In addition, the General Manager shall provide written quarterly financial reports, with an

417 oral summary at the meeting, that include grant expenditures and a summary of travel

418 and training expenses for the Management Team for the previous quarter.

419

420

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

422

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

429

430 Section 8.2 Overarching UASI Grant Funding Policies. Investment of UASI grant funds

431 must:

432

- 433 (a) Have a high threat, high density urban area terrorism focus.
- 434 (b) Build regional capabilities, defined as capabilities for two or more counties.
- 435 (c) Enhance regional preparedness and directly support the national priority
436 on expanding regional collaboration in the National Preparedness
437 Guidelines.
- 438 (d) Align with the Bay Area Urban Area homeland security strategy and
439 demonstrate a clear correlation between the goals, objectives, and
440 priorities identified in the strategy.
- 441 (e) Support the federal investment strategy.
- 442 (f) Incorporate the DHS grant program funding priorities as well as the
443 relevant national priorities.

444

445 Section 8.3. Grant Application.

446

- 447 a) The Management Team shall prepare grant applications for review and
448 approval by the Approval Authority.
- 449 b) The UASI grant application shall include ~~the~~ grant project informations, the
450 amount of proposed funding for each project and the proposed break-
451 down of the funding for that project by solution area (-category) POETE –

- 452 | planning, organization, equipment, training, and exercise), and the
453 | jurisdictions proposed to receive the funding along with the amount of
454 | funding proposed for each jurisdiction. For projects that are regional
455 | initiatives, the Management Team shall provide a description of the
456 | regional initiative and the amount of the proposed funding, without any
457 | proposed allocation of funds to specific jurisdictions.
- 458 | c) For all other grants, the grant application shall include the grant projects
459 | and the amount of the proposed funding for each project. If consistent
460 | with grant guidelines, the application shall designate the jurisdictions
461 | proposed to receive funding and the amount proposed to be allocated to
462 | each jurisdiction.
- 463 | d) The Approval Authority shall, when practical, approve the grant application
464 | at least four weeks prior to submittal to Cal EMA OES.
- 465 | e) The General Manager is authorized to adjust a grant application to
466 | conform to required changes from Cal EMA OES or the applicable federal
467 | granting agency. The General Manager shall report back any adjustments
468 | made to the Approval Authority at the next regularly scheduled meeting.

469 |
470 | Section 8.4. Grant Award.

471 | The General Manager shall report to the Approval Authority on a grant award received
472 | from Cal EMA OES, at the next regular meeting following the award.

- 473 | a) For the UASI grant, if the award is less than the application amount, the
474 | General Manager, ~~after consulting with the Advisory Groups,~~ shall
475 | submit recommendations for reallocation to the Approval Authority for
476 | approval. The reallocation recommendation shall include the grant
477 | projects, the amount of proposed funding for each project and the
478 | proposed break-down of the funding for that project by category/solution
479 | area (POETE – planning, organization, equipment, training, and
480 | exercise), and the jurisdictions proposed to receive the funding along with
481 | the amount of funding proposed for each jurisdiction.
- 482 | b) For the RCPGP grant, the General Manager, after consulting with the

483 Regional Catastrophic Planning Team, shall submit recommendations for
484 allocation of grant funds to selected sub-recipients and/or contractors or
485 consultants.
486 c) For the IECGP grant, the General Manager shall report the allocation of
487 grant funds as determined by the Capitol Bay Planning Area.
488 d) For any other grants under the jurisdiction of the Approval Authority, the
489 Approval Authority shall adopt requirements consistent with the grant
490 guidelines by vote of the Approval Authority.
491

492 Section 8.5. Allocation of UASI Grant Funds for Regional Initiatives. –

493 After receiving a UASI grant award for a regional initiative identified in the application,
494 the General Manager shall conduct any selection process required by the grant
495 guidelines to identify a sub-recipient jurisdiction to a non-executive sponsor for the initiative,
496 unless otherwise designated in the award or unless otherwise previously approved by
497 the Approval Authority. In such cases, the General Manager shall report to the
498 Approval Authority on the selection process, and shall identify the proposed executive-
499 sub-recipient jurisdiction sponsor to the Approval Authority for approval and for
500 allocation by the Approval Authority of the grant funds for the initiative. ~~The executive-~~
501 ~~sponsor shall be responsible for management of the grant.~~
502

503 Section 8.6. Modification of Grant Allocations. The General Manager is authorized to
504 modify the Approval Authority's allocation of grant funds as follows:

- 505
- 506 a) Within a grant project, approve scope changes requested by sub-recipient
 - 507 jurisdictions as long as such scope changes are budget neutral and are
 - 508 consistent with the original project goals and objectives as stated in the
 - 509 project proposal, the Bay Area Homeland Security Strategy, and/or FEMA
 - 510 requirements.
 - 511 b) Within a grant project, the General Manager may reallocate funds up to a
512 cumulative total of \$250,000. This authority allows the General Manager
513 to add or subtract from ~~modify~~ the allocation by \$250,000. Any changes

Comment [cs1]: This section has been modified to be consistent with Item 6 from the Approval Authority meeting September 13, 2012 (See link [here](#)).

514 must be consistent with the original project goals and objectives as stated
515 in the project proposal, the Bay Area Homeland Security Strategy, and/or
516 FEMA requirements. The General Manager shall report such project
517 budget changes under \$250,000 to the Approval Authority on a biannual
518 basis. The General Manager shall bring any budget change that exceeds
519 \$250,000 to the Approval Authority for approval prior to the change.
520 ~~transferring funds between solution areas (i.e., planning, training,~~
521 ~~equipment, exercises, and organization) categories within a project, as~~
522 ~~defined by the approved project proposal,, or between among jurisdictions~~
523 ~~that have received grant funds for that project.~~
524 c) This authority also allows the General Manager to mReallocateedify
525 allocations projects across from one grant year to another grant year s for
526 a particular project, for the purpose of expending grant funds within
527 applicable grant performance periods, in essence allowing approved
528 projects a longer time period for completion. The General Manager must
529 report to the Approval Authority any timeline changes for projects with
530 budgets over \$250,000 that delay the final project completion date by
531 more than six months.
532 ~~a) . The General Manager shall report back any reallocations to the~~
533 ~~Approval authority at the next regularly scheduled meeting. In addition,~~
534 ~~the General Manager shall bring any modification that exceeds \$250,000~~
535 ~~individually or cumulatively for a project to the Approval Authority for~~
536 ~~approval prior to the modification.~~
537 ~~b) For grant funds allocated to a subrecipient jurisdiction, the General~~
538 ~~Manager may reallocate fund to that jurisdiction up to a cumulative total of~~
539 ~~\$250,000 per grant year. This authority also allows the General Manager~~
540 ~~to modify allocations to that jurisdiction across grant projects and~~
541 ~~categories. The General Manager shall bring any modifications requested~~
542 ~~by a jurisdiction that exceeds \$250,000 individually or cumulatively to the~~
543 ~~Approval Authority for approval.~~
544 d) The General Manager shall O obtain the appropriate approvals from Cal

545 ~~EMA-OES~~ for grant modifications.
546 e) ~~Pursuant to the grants policies and procedures manual, propose solutions~~
547 ~~to the Approval Authority for when funding becomes available because the~~
548 ~~sub-recipient jurisdiction is unable or no longer interested to implement~~
549 ~~project goals and objectives as originally approved by the Approval~~
550 ~~Authority or expenditures for a project are lower than originally budgeted.~~
551 e) _____
552

553 Section 8.7 Fiscal Agent. Per the Department of Homeland Security Grant Guidelines,
554 the State Administrative Agent (SAA) is responsible for ensuring compliance with
555 fiduciary and programmatic administration requirements of the UASI Program, as such it
556 must identify a Point of Contact for the applications and acceptance of grant funds. This
557 responsibility may be undertaken on behalf of the Bay Area Urban Area by any qualified
558 ~~member~~ Member of the Approval Authority, as identified and approved by the SAA.
559

- 560 a) _____ ~~a)~~ The ~~fiscal agent~~ Fiscal Agent shall:
561
- 562 1) Be a party to the Bay Area ~~USA-UASI~~ Memorandum of
563 Understanding.
 - 564 2) Have the financial ability to advance funding for grants in
565 advance of reimbursement from the Department of Homeland
566 Security or other Federal or State granting agencies.
 - 567 ~~3)~~ 3) Have the legal authority to apply for Federal assistance and
568 have the institutional, managerial and financial capability to
569 ensure proper planning, management and completion of the
570 grant provided by the U.S. Department of Homeland Security
571 (DHS)/Federal Emergency Management Agency (FEMA) and
572 sub-granted through the State of California, California Office of
573 Emergency ~~Management Agency~~ Services (Cal ~~EMA~~ OES).
 - 574 4) Be able to assume responsibility as the Fiscal Agent, and in
575 doing so to not disrupt the orderly business of the Approval

576 | Authority or the administration of existing grants and projects
577 | ~~3)~~ Have certification by an independent Certified Public Accountant
578 | (CPA) that criteria #2-4 above can be successfully met
579 | ~~5)~~ _____
580 |

581 | ~~(b) b)~~ _____ Fiscal agent responsibilities shall include:
582 |

- 583 | 1) ~~1)~~ Serve as sub-grantee for UASI funds and other program
584 | grant funds ~~—~~granted by DHS and Cal ~~EMA-OES~~ and establish
585 | procedures and execute sub-~~—~~recipient agreements for
586 | distribution.
- 587 | 2) ~~2)~~ Serve as the UASI region point of contact with U.S.
588 | Department of Homeland Security (DHS)/Federal Emergency
589 | Management Agency(FEMA) and the State of California, California
590 | Office of Emergency Management Agency Services (Cal EMAOES).
591 | 3) ~~3)~~ Ensure that all allocations and use of funds are in
592 | accordance with the Homeland Security Grant Program Guidance
593 | and Application Kit, and the California Supplement to the Homeland
594 | Security Grant Program Guidance and Application Kit. Grant
595 | funding must support the goals and objectives of the Approval
596 | Authority, the State and/or Urban Area Homeland Security
597 | Strategies as well as the investments identified in the Investment
598 | Justifications submitted as part of the California Homeland Security
599 | Grant Program application.
- 600 | 4) ~~4)~~ Establish and maintain procedures and provide all financial
601 | services for distribution of UASI and other program grant funds.
- 602 | 5) ~~5)~~ Comply with all applicable Federal statutes, regulations,
603 | policies, guidelines and requirements, including OMB Circulars
604 | A102 and A-133, E.O. 12372 and the current Administrative
605 | Requirements, Cost Principles, and Audit Requirements.
- 606 | 6) ~~6)~~ Provide progress reports and other such information as may

607 be required by the Approval Authority and/or the awarding agency.
608 ~~7) — 7) —~~ Cooperate with any assessments, evaluation efforts, and
609 information or data collection requests, including, but not limited to,
610 the provision of any information required for the assessment or
611 evaluation of any activities within this agreement.

612 ~~7) —~~
613 ~~8) — 8) —~~ Meaningfully assist during any transition of ~~fiscal agent~~
614 responsibilities ~~to to another~~ ~~member Member~~ agency.

615 ~~8) —~~
616 ~~9) —~~

617 c) At any time during the term of this Memorandum of Understanding, any
618 ~~member Member~~ of the Approval Authority may, by written notice to the
619 ~~Co-Chairs~~ of the Approval Authority, request consideration of the Approval
620 Authority to assume the role of Fiscal Agent. The Fiscal Agent must meet
621 all of the criteria specified in section 8.7 (a) above.

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622 ~~d) The process for selecting an alternative fiscal agent shall include the~~
623 ~~requirements and elements upon which to evaluate competing applications~~
624 ~~including the Approval Authority setting minimum financial standards to be~~
625 ~~certified by an independent body or authority. Further, the transition shall~~
626 ~~be completed in a fashion so as not to disrupt the orderly business of the~~
627 ~~Approval Authority or the administration of existing grants and projects and~~
628 ~~upon the approval of the legislative body of the Approval Authority members~~
629 ~~and after execution or approval of all necessary documents.~~

630
631
632 Section 8.8. Policies and Procedures Manual. The ~~General Manager shall prepare~~
633 ~~General Manager shall maintain a~~ Bay Area UASI Grant Policies and Procedures
634 Manual. ~~This Manual shall, which shall~~ outline policies and procedures for grant
635 allocations and expenditures, grant management and administration, and any other
636 applicable requirements. ~~The Polices and Procedures Manual shall be effective when~~
637 ~~adopted by the Approval Authority.~~

638
639
640 ~~Section 8.9. Amendment of the Policies and Procedures Manual. At least annually, the~~
641 ~~General Manager shall review the Policies and Procedures Manual, and any changes in~~

642 | ~~grant guidelines or other requirements, and present a report to the Approval Authority~~
643 | ~~either recommending proposed changes to the Manual or confirming that the Manual~~
644 | ~~remains current and in compliance with grant guidelines and other requirements. In~~
645 | ~~addition, a~~Any Approval Authority Representative or the General Manager may present
646 | proposed changes to the Policies and Procedures Manual at any time. Any
647 | amendments to the Policies and Procedures Manual shall be effective only if and when
648 | adopted by the Approval Authority.
649 |

650 | **ARTICLE IX – GOVERNING AUTHORITY; DEFINED TERMS**

651 |

652 | The Approval Authority shall operate in accordance with the ~~2011-2013~~ MOU. Any
653 | portion of the By-laws or any other procedural document that conflicts with the ~~2011-~~
654 | ~~2013~~ MOU is null and void to the extent of such conflict. Capitalized terms not defined
655 | herein shall have the meaning ascribed to them in the 2013 MOU.
656 |

656 |

657 | _____

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

659

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

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

662 Authority meeting.

663

664 **ARTICLE XI – EFFECTIVE DATE**

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

666 Appendix A

667 *Approval Authority Agenda Item Template*

668 *To:* *Bay Area UASI Approval Authority*

669 *From:* *UASI Staff*

670

671 *Date:*

672

673 *RE:* *Item # ____: ITEM TITLE*

674

675 ***Recommendation:***

676

677

678 *Action or Discussion Item:*

679

680

681

682 *Background:*

683 *-*

684

685

686 *Discussion/description:*

687

688

689 *Budget or Fiscal Impact:*

690

691

692

693 ***Staff Recommendation:***

694

695

696

697 | Action Requested of the UASI Approval Authority:



To: Bay Area UASI Approval Authority
From: Catherine Spaulding, Assistant General Manager
Date: August 8, 2013
Re: Item #8: Management Team Policies and Procedures

Recommendation:

Approve the updated Management Team Policies and Procedures

Attachments:

Appendix A: 2013 Bay Area UASI Management Team Policies and Procedures (redlined)

Discussion:

In March 2012, the Approval Authority approved the 2012 Bay Area UASI Management Team Policies and Procedures. Per the 2011 Bylaws, these need to be updated annually and approved by the Approval Authority.

The Management Team has updated the Policies and Procedures Manual in consultation with staff. There are no substantive changes to the document, although considerable edits have been made to update, clarify, and bring the document in better alignment with current practices. Key changes include:

- Updates to the organizational chart (page 6)
- Updated Terms of Reference template for assigned staff (page 8 and Appendix F)
- Addition of a fraud policy (page 32)

A redlined version of the policies and procedures is included as an attachment to this report.

080813

AGENDA ITEM # 8

APPENDIX A

2013 BAY AREA UASI
MANAGEMENT TEAM
POLICIES AND
PROCEDURES (REDLINED)



**Bay Area Urban Areas
Security Initiative (UASI)
Management Team
Policies and Procedures Manual**

~~March-August~~ 2013

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I. INTRODUCTION

A. Scope and Purpose

This manual provides administrative standards, policies, and procedures for Bay Area 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 community 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 portion 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, 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. It enhances regional capability through regional collaboration and responsibly leverages funding to achieve optimal results with the dollars available. The Bay Area UASI also coordinates and administers risk management planning and regional strategy, as well as 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 Francisco, San Mateo, Santa Clara, Monterey, San Benito, Santa Cruz, 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.

Governed by MOUs between participant jurisdictions, the Bay Area UASI is managed through a multi-layered governance structure. At the top level is the Approval Authority, which is supported by an Advisory Group. The City and County of San Francisco serves as the fiscal agent for the Bay Area UASI.

Please see the website, www.bayareauasi.org, and the Bay Area UASI Grants and Projects Policy and Procedures 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, which includes the 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 assessment, 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 also serves as the point of contact for all inquiries and issues from regional stakeholders and may assist, schedule, and/or facilitate Approval Authority, ~~Advisory Group, Regional Hub Group, and other~~ 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 ~~any advisory group, regional hub groups, and/or working group~~ and s, as well as appropriate Bay Area stakeholders, to obtain input and assist with ~~project~~ recommendations to the Approval Authority on application for and allocation and distribution of grant funds, ~~which align with policy and programmatic objectives.~~
- **Coordination and Collaboration** – Coordinating ~~and collaborating and advisory and working groups~~, ~~including serving as the liaison between those groups~~ to ensure regional coordination and collaboration.
- **Project-Program Administration** – Overseeing and executing all administrative tasks associated with application for ~~regional projects~~ and distribution of grant funds; including: maintaining records, negotiating deliverables, drafting documents, ~~and~~ 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, OMB circulars, departmental policy, 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, 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** – ~~Helping pP~~ preparing e and modify ing 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 ~~and Projects Policy and Procedures~~ Manual for more information on the responsibilities of the Bay Area UASI Management Team.

II. STAFFING AND PERSONNEL PROCEDURES

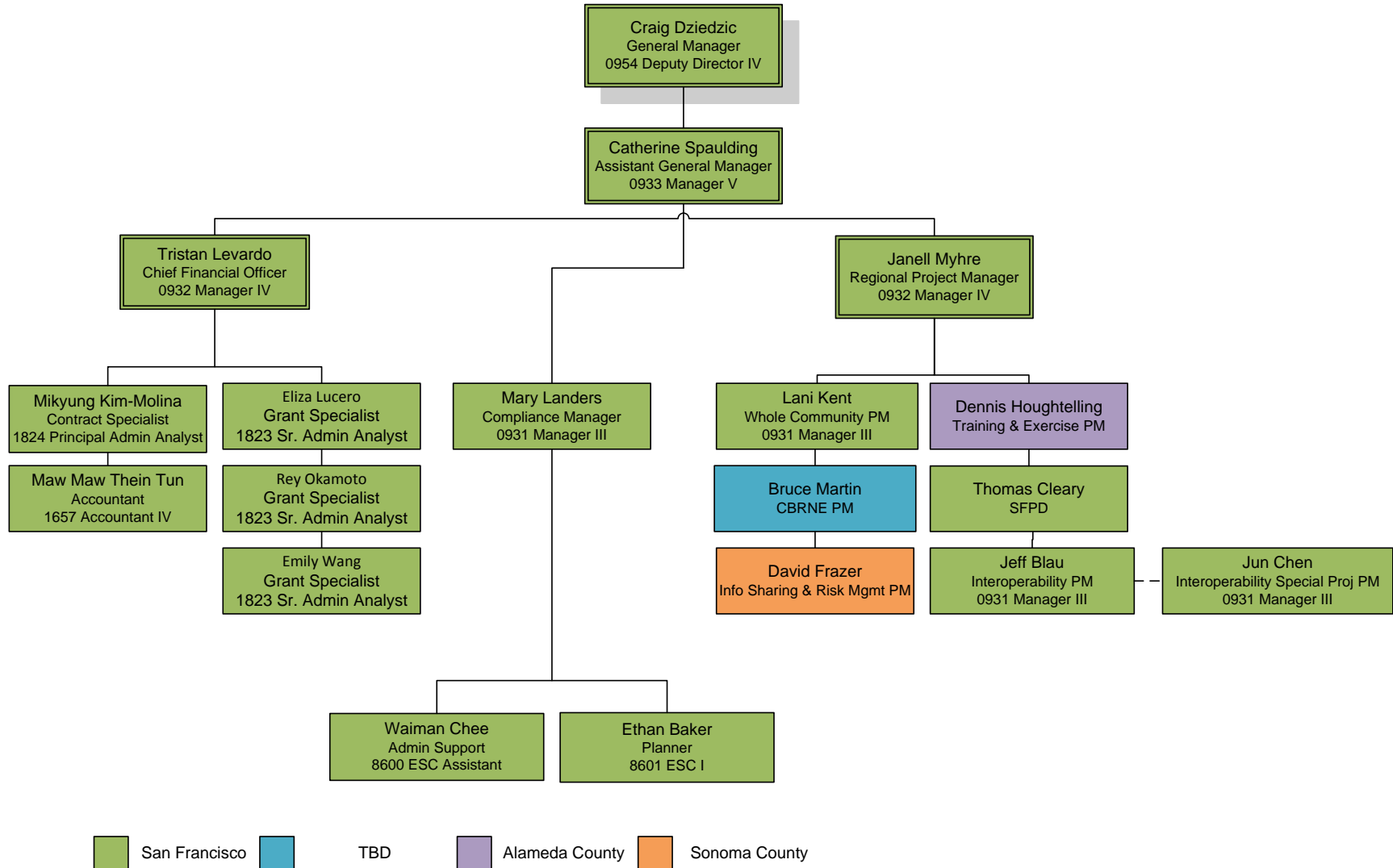
A. Staffing and General Responsibilities

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 grant initiatives in federal homeland security grants, in direct support of the homeland security strategies approved by the Approval Authority and awarded to the Bay Area Region. The position develops **and implements** division goals, objectives, policies, and priorities as well as selects and manages a Management Team.
- ~~Director of Strategy and Compliance~~**Assistant General Manager** – The ~~Director~~ **Assistant General Manager** develops ~~and coordinates the region's~~ strategic planning and risk management efforts. This position serves as the state and federal point of contact; implements systems for grants monitoring, reporting, compliance, and performance management; and manages staff to ensure all regional projects and initiatives are implemented on a timely basis.
- **Chief Financial Officer** – The CFO oversees 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** – Bay Area UASI Project Managers are directed by a Regional Program Manager. Program/project managers are responsible for program implementation and coordination of multiple complex projects. Responsibilities include acting as a liaison to UASI partner jurisdiction cities and counties as well as ensuring that project goals and objectives are met, grant milestones are achieved, and projects are completed within performance periods.
- **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.
- **Administrative ~~Manager-Support~~** – ~~The~~ Administrative ~~Manager-staff~~ provides administrative support to the Bay Area UASI and the Management Team, including the

management of scheduling and noticing, meeting agendas and minutes, correspondence, website design and maintenance, invoices, supplies, equipment servicing, and work progress tracking tools.

B. Organizational Chart



C. Applicable Personnel Policies and Procedures

Pursuant to the MOU 2011 and Bylaws, all civil service 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 practice is to hire or promote the best candidate available in a fair and transparent process. Civil service guidelines from member jurisdictions suggest that each candidate's merit and seniority be considered, along with affirmative action plans. 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. Efforts will be made to maintain appropriate representation of participating Bay Area UASI jurisdictions by giving consideration to the following criteria:

- Subject matter expertise;
- Geographic diversity;
- Candidate's availability and time commitment;
- Grant performance period;
- Project deadlines and deliverables;
- Existing agreement with participating jurisdictions;
- Recommendations from members of the regional working groups, Advisory Group, and/or Approval Authority.

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 rules and in coordination with the City and County of San Francisco Department of Emergency Management Personnel Office and the City and County of San Francisco Department of Human Resources.

F. Assigned Personnel From Member Jurisdictions

When hiring at the project ~~/program~~-manager level, efforts will be made to utilize assigned subject matter experts from member jurisdictions. In order to maintain an efficient operating environment, all such staff must be available to work for the Management Team for at least ~~18 months~~two years, on a full time basis, and be based at the Bay Area UASI Management Team offices in San Francisco at least two days per week and as business needs require. Assigned staff may be considered for alternative work schedules per the provisions laid out in Section III "General Office Procedures."

For all assigned staff, a "Terms of Reference" document ~~a MOU agreement~~ must be signed by the assigned staff member, the assigned staff member's direct supervisor in his or her home jurisdiction, the fiscal agent Bay Area UASI General Manager, and the relevant Approval Authority member ~~and the home jurisdiction of the assigned staff member~~. Such an agreement must be finalized and signed before the assigned staff member may begin any Bay Area UASI work duties. The agreement should ~~outline the terms of reference for the staff person and~~ must include:

- Performance period and termination of services;
- Work location;
- Frequency;
- Funding;
- Scope of work;
- Compensation and benefits;
- Roles and responsibilities of the employee's home jurisdiction; and
- Roles and responsibilities of the host (Bay Area UASI Management Team).

~~Additionally, a Memorandum Of Understanding Regarding Personnel Assigned to the Bay Area UASI Management Team between the UASI General Manager and the Approval Authority Member of the jurisdiction must be signed prior to the commencement of the assignment. (A sample copy of the document, attached as Appendix F)~~

~~Home jurisdictions of assigned staff are ultimately responsible for completing appraisal procedures based on the provided information. Please see section G below.~~

As specified in the Terms of Reference document, assigned Personnel-personnel from other member jurisdictions may be terminated from an assignment to the Bay Area UASI Management Team at any time, with or without cause (2011 Bylaws Article VII, section 7.1 (d)). Prior to terminating an assignment on the UASI Management Team, whenever reasonably possible, the General Manager will contact the Approval Authority Member of the Assigned assigned Personnel-personnel not less than 30 days from the termination of assignment date

and issue the ~~a~~Assigned ~~Personnel~~ ~~personnel~~ written notice of the termination of assignment (“Termination of Assignment”). Upon receiving the Termination of Assignment, the Approval Authority Member will notify the employee’s ~~Supervisor~~ ~~supervisor~~ and arrange for the return of the ~~Assigned~~ ~~assigned~~ ~~Employee~~ ~~employee~~ to the ~~Employing~~ ~~employing~~ ~~Jurisdiction~~ ~~jurisdiction~~. The ~~Assigned~~ ~~assigned~~ ~~Personnel~~ ~~personnel~~ will return all equipment and will not have access to the UASI work place premises no later than two weeks from the actual termination date.

~~Please see the TOR template for seconded staff in Appendix F more information. The Approval Authority Member will make a good faith effort to replace the Assigned Personnel with a candidate possessing similar skills and subject matter expertise.~~

~~Home jurisdictions of assigned staff are ultimately responsible for completing appraisal procedures based on the provided information. Please see section G below.~~

G. 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:

- ~~Performance a~~Appraisals for the previous fiscal year are due by July 31 of each year.
- ~~Performance p~~Plans for the upcoming, current fiscal year are due by August 31 of each year.
- ~~Performance p~~Plans for new staff are due within six weeks of the staff person's start date.
- ~~Performance a~~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 planning and appraisal form for their direct reports, adopting tailored key objectives for the office and the specific job responsibilities of the staff member under review (see Appendix A for template).

Before sharing draft appraisals 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 performance appraisals 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 performance planning and appraisal template will be used for all Management Team staff members (see Appendix A for template).

H. 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 performance plans at least quarterly.

~~I. 360 Evaluations~~

~~A 360 evaluation process, or “multi-rater” process, provides staff members the opportunity to conduct a self-assessment and receive feedback from supervisors, peers, direct reports, stakeholders, and other team members. The process allows the staff person an understanding of how his or her effectiveness is viewed by others. The Bay Area UASI Management Team currently does not have a 360 evaluation process in place. However, it is the intention of the General Manager to establish such a process by the end of fiscal year 2013. The results of the 360 process will not be a formal part of the appraisal process but will be a tool in planning and supporting individual staff training and development.~~

J.I. Training and Professional Development

Bay Area UASI managers/supervisors are responsible for serving as professional development advisors to those staff members ~~that 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 performance plan document.

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 using the Bay Area UASI Management Team Training Request Form (see Appendix B) 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 (see Appendix C). Approval of training that is not required or that involves travel will be on a case-by-case basis.

City and County of San Francisco employees of the Bay Area UASI Management Team must undertake City-required training courses as directed. For elective professional development courses that are not required, employees may use union employee development funds, which vary based on the terms of each union’s Memorandum of Understanding. When using union funds, the employee must pay for the training in advance and submit a request for reimbursement, required receipts, and proof of completion to the union after completing the training.

K.J. Termination of Services

For staff members who are San Francisco employees, termination from the Bay Area UASI Management Team will be pursuant to applicable San Francisco Civil Service rules and personnel policies and procedures. As discussed above, ~~Assigned-assigned~~ employees from other member jurisdictions who are not San Francisco employees, ~~such me~~ may be terminated from an assignment to the Bay Area UASI Management Team at any time, with or without cause (2011 Bylaws Article VII, section 7.1 (d)). See Section F above.

L.K. Statement of Economic Interest – Form 700

~~The Approval Authority isn't a legal entity, and there is no separate Form 700 filing requirement related to serving on the Approval Authority. Any requirement to file would come only from the individual's employing jurisdiction.~~ Personnel assigned to the Bay Area UASI Management Team should look to their local rules to determine whether he/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. For San Francisco employees, the employing department is determined by the CA Campaign & Government Conduct Code. The Approval Authority isn't a legal entity, and there is no separate Form 700 filing requirement related to serving on the Approval Authority. Any requirement to file would come only from the individual's employing jurisdiction.

|

III. GENERAL OFFICE PROCEDURES

A. Office Hours

Regular working hours for the Bay Area UASI Management Team are weekdays from 8:30 AM to 5:30 PM, 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 alternative work schedules—those that do not fit the office’s regular working hours—through a flexible, reduced, or compressed work schedule (e.g., working nine days during a pay period). A request for these alternative work schedules must be made in writing and approved by the General Manager or designee. Staff members may be considered for alternative work schedules after having passed probation or having worked a full-time regular schedule for one year, whichever is later, 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 a.m. to 4 p.m., Monday-Thursday, unless otherwise approved by the General Manager or designee. Staff must schedule at least a 30 minute lunch hour 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. Further, they should not work more than ten hours during a day without the approval of General Manager or designee.

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 or designee, 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 also be consistent with relevant labor agreements and policies of the employee's home jurisdiction.

D. Work Location

All work must be completed on-site at the Bay Area UASI Management Team's offices. However, work needs will 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 locate where staff members are. Staff members should enter all meetings, appointments, vacations, and external work locations in their calendars as they are scheduled. Because not all Management Team staff members are able to access shared calendars, all staff members are also required to input vacations, regional meetings, and other out of office absences that last for more than a half a day into an online master 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, they must speak to or leave a voice mail message with his or her manager/supervisor by 9:30 AM. If a staff person is sick more than one day, he or she must call in each day. A doctor's note is required after sick leave of five consecutive workdays.

- **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 should 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).
- ~~**Staff on Compressed Schedules** – On legal and floating holidays, staff members on daily schedules of more than eight hours (compressed schedules) should account for their scheduled hours beyond eight. The additional hour(s) must be recorded as vacation, compensatory time off, or unpaid leave. Those on compressed schedules cannot switch their eight-hour day to a legal or floating holiday. Note that floating holidays can be taken in hourly increments and can be used to make up the additional hour. In addition, staff on compressed schedules should not switch their 8-hour day or day off to another day, unless there is a business need and the employee’s request to switch his or her 8-hour day or day off to another day within the pay period is approved in advance by the staff person’s manager/supervisor.~~

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 email their managers/supervisors with the dates and hours requested. Upon approval, the ~~manager must copy the Administrative Manager for payroll and tracking purposes~~ staff member should input

[this information into the PeopleSoft system](#). 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 master calendar for the days they will be out of the office;
- Changing their voicemail greeting to state the days that they are out, and including a back-up contact;
- Setting up an automated email outgoing message to reflect that they are out of the office, and 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 management via email. ~~Upon approval, the manager/supervisor must copy the Administrative Manager for payroll and tracking purposes.~~ 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. Time spent outside the normal work schedule to attend training or professional meetings will be at the expense of the staff member and is not eligible for overtime.

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 a compressed schedule, he or she is 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 is compensated for nine hours.

If the staff member is released from jury duty early, then 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 Manger 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 the Administrative Manager so that the staff person's paycheck can be reduced by the amount of the jury duty payment check for jury duty 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 monthly basis, all UASI Management Team staff members are required to complete functional timesheets for federal and state grant compliance purposes. These sheets must be signed by the Regional Program Manager and then delivered to ~~d~~ and deliver them to 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 could 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 (see Appendix C).
- **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 (see Appendix D), 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 (Appendix C).

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 have 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 (see Appendix D):

- 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 fiscal agent'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.

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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 (Appendix C). All travel must be approved in advance by the General Manager.

O. Professional Appearance and Conduct

Professional appearance and conduct enhance an organization's credibility, especially to those who have little knowledge of the organization. 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 if they have outside meetings, in which cases casual dress may be unsuitable.

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. 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.

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R. 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 significant contacts with any such persons about ongoing or proposed work, or report directly to the General Manager.

S. 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, USB sticks, or digital cameras as required for work purposes.

T. 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.

U. 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.

V. 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.

~~W.~~

~~X.W.~~ Correspondence

~~Y.~~

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~~Z.~~ 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 located at 10 Lombard Street, Suite 410, San Francisco, CA. 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.

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; and
- Following up with key stakeholders who were absent.

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 (ideally within a few days) 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 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. 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*. ~~[The American Management Association and Project Management Institute offer numerous training courses on all aspects of project management.](#)~~

- **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
- **City and County of San Francisco Department of Human Resources (DHR) – ~~for City and County of San Francisco employees,~~** 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:
<http://www.sfdhr.org/Modules/ShowDocument.aspx?documentid=1859>
- **Homeland Security** – The following websites offer homeland security and emergency response-related training:
 - Texas Engineering Extension Services (TEEX) <http://www.teex.com>
 - Energetic Materials Research and Testing Center (EMRTC)
<http://respond.emrtc.nmt.edu/>
 - Domestic Preparedness Campus <http://www.teexwmdcampus.com>
 - Homeland 1 <http://www.homeland1.com/homeland-security-education-training/>
 - Bureau of Justice Assistance <http://bjatraining.ncjrs.gov>
 - 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 members' 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

~~In addition, a~~All Bay Area UASI Management Team staff members 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.

B.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 arms-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 (www.sfgov.org/whistleblower).

The Bay Area UASI Chief Financial Officer shall be responsible for investigating fraud in conjunction with local jurisdictions, Cal EMA, 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.

G.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); 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, "Pertinent Local Laws" section of the Ethics Commission web page at: http://www.sfgov.org/site/ethics_index.asp).
- Ethics Commission Manual, "A Guide to State and Local Laws Governing the Conduct of Public Officials and Employees" (under the "Conflict of Interest" header in the "Pertinent Local Laws" section of the Ethics Commission web page at: http://www.sfgov.org/site/ethics_index.asp).
- DHR Employee Handbook, "Conflicts of Interest and Ethical Obligations"
- Civil Service Commission Rule 118, "Conflict of Interest"

D.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 E for a full copy of the Statement of Incompatible Activities.

VI. APPENDICES

~~A. Performance Plan and Appraisal Template~~

~~Performance Plan
and
Appraisal Report~~

~~I. EMPLOYEE IDENTIFICATION INFORMATION~~

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

~~II. EXPLANATIONS OF SECTIONS~~

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

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

~~III. 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.

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

~~V. APPRAISAL REPORT SUMMARY~~

~~A. Overall Performance Rating~~—Reporting Supervisor's/Manager's rating of the employee's overall performance over the appraisal review period. The purpose of the continuum line is to give supervisors a way to show employees how the supervisor sees their overall performance across the scale.

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

- | | | |
|--|--------------------------------------|--|
| ◆ Demonstration of DHR 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 | |

~~VI. 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 reviewer 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.~~

~~III. PERFORMANCE PLAN: JOB DESCRIPTION~~

~~A. Functional/Working Title: (may be different from Job Code Title)~~

~~B. Reports To: (supervisor's or manager's name and title)~~

~~C. Work Schedule: (days and hours)~~

~~D. Job Description or Competency Model:~~

~~(Combines Job Code Specifications, Job Announcement, and specific job functions, duties, responsibilities)~~

~~IV. PERFORMANCE PLAN: OBJECTIVES~~

KEY OBJECTIVES	RATINGS AND COMMENTS 1-Did Not Meet Objective 2-Met Objective 3-Exceeded Objective
Objective #1	Rating: Reason(s) for Rating:
Objective #2	Rating: Reason(s) for Rating:
Objective #3	Rating: Reason(s) for Rating:
DEPARTMENTAL OBJECTIVES	RATINGS AND COMMENTS 1-Did Not Meet Objective 2-Met Objective 3-Exceeded Objective
1. PROFICIENCY: Proficiency in the operating environment.	Rating: Reason(s) for Rating:
2. JOB KNOWLEDGE: Understands role and responsibilities. Demonstrates appropriate analytical, organizational, and problem solving skills to perform successfully. Uses job processes appropriately. Employee is adaptable, flexible, and demonstrates ability to learn new job requirements as they arise.	Rating: Reason(s) for Rating:
3. MANAGEMENT: Demonstrates effective team building, communication and leadership skills. Assigns work to staff appropriately to maximize team efficiency. Gives clear direction, guidance and constructive feedback to staff. As a	Rating: Reason(s) for Rating:

<p>supervisor, provides orientation and mentoring to employees and completes performance plans and evaluations timely. As a manager, participates constructively in development of work plans, budgets, systems, policies and procedures and organizational efforts.</p>	
<p>4. PRODUCTIVITY and RELIABILITY: Maintains a steady, acceptable level of work output. Completes projects within planned time frames, sets and follows priorities and uses office time conscientiously and efficiently. Maintains good attendance and punctuality, gives proper notice in advance and arranges coverage in case of foreseeable absence. Deals effectively with unexpected increases or decreases in workload.</p>	<p>Rating: _____ Reason(s) for Rating:</p>
<p>5. QUALITY OF WORK: Completes work thoroughly, accurately, and according to specifications/standards. Strives for excellence and integrity in work product and services provided.</p>	<p>Rating: _____ Reason(s) for Rating:</p>
<p>6. INTERACTION: Displays good interpersonal skills, maintains smooth working relationships and appropriate behavior. Maintains a safe working environment. Accepts and offers constructive criticism in a positive manner. Develops trust and confidence with work contacts. Resolves conflicts. Is responsive and constructive in dealings with work contacts.</p>	<p>Rating: _____ Reason(s) for Rating:</p>
<p>7. MOTIVATION and INNOVATION: Demonstrates a commitment to the goals of the division and contributes to its growth and achievement. Initiates actions independently, requiring minimal supervision. Demonstrates willingness to assist and/or train others. Strives to innovate and improve work processes and outcomes.</p>	<p>Rating: _____ Reason(s) for Rating:</p>
<p>8. COMMUNICATION. Demonstrates clear and effective oral and written communication. Produces clear reports, presentations and other communications.</p>	<p>Rating: _____ Reason(s) for Rating:</p>

<p>9. Statement of Incompatible Activities: Fully complies 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.</p>	<p>Rating: ____ Reason(s) for Rating:</p>
<p>10. Use of City and County Property for Business Purposes Only: All City equipment, devices, and materials (i.e., photocopier, telephones, computers, vehicles, stationery, fax machines, etc.) must be used only for conducting City business.</p>	<p>Rating: ____ Reason(s) for Rating:</p>
<p>11. DSW Preparedness: Takes all necessary steps to prepare yourself for an emergency, in your capacity as a Disaster Service Workers; 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.</p>	<p>Rating: ____ Reason(s) for Rating:</p>
<p>12. DSW Training: Completes DSW and Personal Preparedness training. Completes NIMS training as assigned.</p>	<p>Rating: ____ Reason(s) for Rating:</p>
<p>____ PROFESSIONAL DEVELOPMENT OBJECTIVES ____</p>	<p>____ RATINGS AND COMMENTS ____ 1-Did Not Meet Objective ____ 2-Met Objective ____ 3-Exceeded Objective</p>
<p>1. Obtains training to improve professional skills, with an overall goal of 24 hours per year. In addition, works on the following professional development objectives: ____</p>	<p>Rating: ____ Reason(s) for Rating:</p>
<p>2. Develops professional skills and contacts by participating in professional organizations, through publications, by conference attendance or other means.</p>	<p>Rating: ____ Reason(s) for Rating:</p>

~~V. 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 4 5 6 7 8	9

~~B. COMMENTS REGARDING OVERALL PERFORMANCE~~

~~Overall performance rating =~~

~~C. EMPLOYEE GUIDELINES -- PERFORMANCE PLAN AND APPRAISAL REPORT~~

- ~~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.~~
- ~~Employee has the right to read the Performance Plan and Appraisal Report.~~
- ~~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. Unless otherwise provided in the collective bargaining agreement that applies to the employee's Job Code, the rebuttal must be presented within 5 working days of the report date. The rebuttal should only address the items presented in the report. The 5 days may be extended at the discretion of the Reviewer for up to 30 days.~~
- ~~6. Employee has the right to a conference, if requested, with the Reviewer (Reporter's supervisor or manager).~~

VI. 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 ADDRESS Test	2. JOB CODE NUMBER AND TITLE test	
3. <input type="checkbox"/> I CERTIFY THAT I HAVE REVIEWED THIS REPORT. (Print/Type)		4. SIGNATURE & DATE

D. Reporting Supervisor/Manager

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

A. Performance Plan and Appraisal Template

FY 2012-2013

Performance Plan

and

Appraisal Report

I. EMPLOYEE IDENTIFICATION INFORMATION

<p><u>1. LAST NAME, FIRST NAME, MIDDLE INITIAL</u></p>	<p><u>2. JOB CODE NUMBER AND TITLE</u></p>	<p><u>3. STATUS</u></p> <p><input type="checkbox"/> Permanent (PCS)</p> <p><input type="checkbox"/> Provisional (TPV)</p> <p><input type="checkbox"/> Permanent Exempt (PEX)</p> <p><input type="checkbox"/> Temporary Exempt (TEX)</p> <p><input type="checkbox"/> Temporary Civil Service (TCS)</p> <p><input type="checkbox"/> Limited Tenure (Restricted Use) (TLT)</p> <p><input type="checkbox"/> Non Civil Service (Restricted Use) (NCS)</p>
<p><u>4. WORK LOCATION & DIVISION</u></p> <p><u>711 Van Ness Ave, Ste 420</u> <u>San Francisco, CA 94102</u></p>	<p><u>5. DEPARTMENT</u></p> <p><u>Department of Emergency</u> <u>Management, UASI Division</u></p>	<p><u>6. REASON FOR REPORT</u></p> <p><input type="checkbox"/> Annual</p> <p><input type="checkbox"/> Dept. Review Period</p> <p><input type="checkbox"/> Probationary</p> <p><input type="checkbox"/> Unscheduled</p>
	<p><u>7. REVIEW PERIOD</u></p>	<p><u>8. PROBATION START AND END DATE</u></p>

II. PERFORMANCE PLAN – JOB DESCRIPTION

REVIEW OF DUTIES & RESPONSIBILITIES BASED ON JOB DESCRIPTION

<u>Title</u>	
	<u>COMMENTS::</u>

III. PERFORMANCE PLAN – KEY OBJECTIVES

	<u>COMMENTS:</u>
	<u>COMMENTS:</u>
	<u>COMMENTS:</u>
	<u>COMMENTS:</u>
	<u>COMMENTS:</u>

DEPARTMENTAL OBJECTIVES

<u>1. PROFICIENCY:</u> Proficiency in the operating environment.	<u>COMMENTS:</u>
<u>2. JOB KNOWLEDGE:</u> Understands role and responsibilities. Demonstrates appropriate analytical, organizational, and problem solving skills to perform successfully. Uses job processes appropriately. Employee is adaptable, flexible, and demonstrates ability to learn new job requirements as they arise.	<u>COMMENTS:</u>
<u>3. MANAGEMENT:</u> Demonstrates effective team-building, communication and leadership skills. Assigns work to staff appropriately to maximize team efficiency. Gives clear direction, guidance and constructive feedback to staff. As a supervisor, provides orientation and mentoring to employees and completes performance plans and evaluations timely. As a manager, participates constructively in development of work plans, budgets, systems, policies and procedures and organizational efforts.	<u>COMMENTS:</u>
<u>4. PRODUCTIVITY and RELIABILITY:</u> Maintains a steady, acceptable level of work output. Completes projects within planned time frames, sets and follows priorities and uses office time conscientiously and efficiently. Maintains good attendance and punctuality, gives proper notice in advance and arranges coverage in case of foreseeable absence. Deals effectively with	<u>COMMENTS:</u>

<p><u>unexpected increases or decreases in workload.</u></p>	
<p>5. QUALITY OF WORK: <u>Completes work thoroughly, accurately, and according to specifications/standards. Strives for excellence and integrity in work product and services provided.</u></p>	<p><u>COMMENTS:</u></p>
<p>6. INTERACTION: <u>Displays good interpersonal skills, maintains smooth working relationships and appropriate behavior. Maintains a safe working environment. Accepts and offers constructive criticism in a positive manner. Develops trust and confidence with work contacts. Resolves conflicts. Is responsive and constructive in dealings with work contacts.</u></p>	<p><u>COMMENTS:</u></p>
<p>7. MOTIVATION and INNOVATION: <u>Demonstrates a commitment to the goals of the division and contributes to its growth and achievement. Initiates actions independently, requiring minimal supervision. Demonstrates willingness to assist and/or train others. Strives to innovate and improve work processes and outcomes.</u></p>	
<p>8. COMMUNICATION. <u>Demonstrates clear and effective oral and written communication. Produces clear reports, presentations and other communications.</u></p>	
<p>9. Statement of Incompatible Activities: <u>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.</u></p>	<p><u>COMMENTS:</u></p>
<p>10. Use of City and County Property for Business Purposes Only: <u>All City equipment, devices, and materials (i.e., photocopier, telephones, computers, vehicles, stationery, fax machines, etc.) must be used only for conducting City business.</u></p>	<p><u>COMMENTS:</u></p>
<p>11. DSW Preparedness: <u>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.</u></p>	<p><u>COMMENTS:</u></p>
<p>12. DSW Training: <u>Complete DSW and Personal Preparedness training. Complete NIMS training as assigned.</u></p>	<p><u>COMMENTS:</u></p>

<p>14. Compliance with all Departmental Rules, Policies and Procedures: <u>Fully comply with all rules, policies and procedures as defined by your Department.</u></p>	<p><u>COMMENTS:</u></p>
<p><u>PROFESSIONAL DEVELOPMENT</u></p>	
<p><u>1. Obtains training to improve professional skills, with an overall goal of 24 hours per year. In addition, works on the following professional development objectives:</u></p>	<p><u>COMMENTS:</u></p>
<p><u>2. Develops professional skills and contacts by participating in professional organizations, through publications, by conference attendance or other means.</u></p>	<p><u>COMMENTS:</u></p>

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.

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

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

<u>1. REVIEWER SIGNATURE</u>	<u>2. REVIEW DATE</u>	
<u>3. SUPERVISOR SIGNATURE</u>	<u>4. EMPLOYEE SIGNATURE</u>	<u>5. MEETING DATE</u>

B. Mid-Period Performance Review Meeting

<u>1. SUPERVISOR SIGNATURE</u>	<u>2. EMPLOYEE SIGNATURE</u>	<u>3. MEETING DATE</u>
--------------------------------	------------------------------	------------------------

PERFORMANCE APPRAISAL REPORT

C. Reviewer's Certification

<u>1. NAME, WORK LOCATION</u>	<u>2. JOB CODE NUMBER AND TITLE</u>
<u>3. I CERTIFY THAT I HAVE REVIEWED THIS REPORT. (Signature)</u>	
	<u>5. DATE</u>

D. Reporting Supervisor/Manager

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

E. Employee's Statement

<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.	<u>2. CONFERENCE DATE</u> <u>3. SIGNATURE CERTIFIES I HAVE READ THE REPORT</u> <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.

- | | | |
|---|---|---|
| ◆ <u>Demonstration of Dept values</u> | ◆ <u>Attendance And Punctuality</u> | ◆ <u>Effectiveness Of Working With Others</u> |
| ◆ <u>Overall Performance of Job Description</u> | ◆ <u>Quantity Of Work Performed</u> | ◆ <u>Use Of Materials And Equipment</u> |
| ◆ <u>Results of Performance Objectives</u> | ◆ <u>Quality Of Work Performed</u> | ◆ <u>Safety</u> |
| ◆ <u>Knowledge Of Job</u> | ◆ <u>Adaptability To The Work Situation</u> | ◆ <u>Performance Plans</u> |
| ◆ <u>Employee's Strengths</u> | | |
| ◆ <u>Achievements</u> | | |

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

- | | | |
|---|--|--------------------------|
| ◆ <u>Communication</u> | ◆ <u>Planning</u> | ◆ <u>Decision Making</u> |
| ◆ <u>Directing and Motivating Staff</u> | ◆ <u>Training and Developing Staff</u> | |

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.

~~TOOLS FOR COMPLETING THE FORM USING MICROSOFT WORD.~~

~~1. The following symbol can be copied over the blank box when you want to mark it with a check or .~~

~~2. The following symbol can be copied over the number when you want to mark it:~~

~~①-②-③-④-⑤-⑥-⑦-⑧-⑨~~

B. ~~B.~~ Training Request Form

**BAY AREA UASI MANAGEMENT TEAM
 TRAINING REQUEST AND EVALUATION FORM**

4. This form is to
 be completed by the staff person to allow the office to keep a record of all training courses taken by staff.

~~2. Fill out Side A to request training and obtain required approvals. The form will be returned to you with the final decision to approve or deny the training request.~~

~~3. Fill out Side B after the training has been completed.~~

Staff Person's Name: _____

COURSE INFORMATION

Course Title: _____

Sponsoring Organization: _____

Instructor Name: _____

Training Type (✓ one only):

- | | | | |
|--------------------------------|-------|---------------------------------------|-------|
| 1) Participant: Live/Lecture | _____ | 4) Participant: Self-Study | _____ |
| 2) Participant: Internet-Based | _____ | 5) Publications (author) | _____ |
| 3) Participant: Audio/Video | _____ | 6) Instructor/Lecturer/Session Leader | _____ |

Subject Matter: _____

Start Date: _____ **End Date (if >1 day):** _____

REIMBURSEMENT REQUEST

Total Cost of Course: \$ _____

Amounts to Be Paid by:

- | | |
|-----------------------------|-----------------------|
| 1) Union Funds: \$ _____ | 2) Division: \$ _____ |
| 3) Non-Reimbursed: \$ _____ | 4) Other: \$ _____ |

Signatures

Staff Member	Date			
Manager/Supervisor	Date	Approved	Denied	Reason for Denial

CITY & COUNTY OF SAN FRANCISCO • DEPARTMENT OF HUMAN RESOURCES
PERFORMANCE PLAN AND APPRAISAL REPORT

General Manager	Date	Approved	Denied	Reason for Denial

EVALUATION INFORMATION

1. Why did you choose this course? (✓ one only)

- Personal Interest _____
- Professional Development _____
- Required _____
- Staff Recommendation _____
- Other (please state reason) _____

2. Learning objective stated in course syllabus? (✓ if Yes) _____

3. To what degree did the course meet your expectations? (✓ one only)

- Exceeded my expectations _____
- Met my expectations _____
- Met some, but not all of my expectations _____
- Failed to meet my expectations _____

4. What aspects of the training/event did you like?

5. What aspects of the training/event did you not like?

6. How would you rate the instructor in terms of presentation? (✓ one only)

- Excellent _____ Good _____ Average _____ Poor _____

7. How would you rate the course in terms of materials? (✓ one only)

- Excellent _____ Good _____ Average _____ Poor _____

8. How would you rate the instructor in terms of organization? (✓ one only)

- Excellent _____ Good _____ Average _____ Poor _____

9. Would you recommend this course to other staff? (✓ one only)

- Highly Recommend _____ Recommend _____ Not Recommend _____



BAY AREA UASI TRAVEL POLICY

March 2012

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BAY AREA UASI TRAVEL POLICY

SCOPE OF THIS MANUAL

Policies, Guidelines And Procedures

This manual is intended to provide policies and guidelines for the BAY AREA UASI (BAUASI). This manual is intended to establish procedures for the Management Team, Approval Authority Members, Advisory Group 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, Advisory Group Members, 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, no more than two (2) 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 two (2) Management Team employees and no more than ten (10) travelers (for a total of twelve (12)) 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, advisory group members, working group 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 two 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 Chair of the Approval Authority whose concurrence would be needed.

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;
- 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;
- 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 on a timely basis along with appropriate receipts.

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 govern by these policies and guidelines. The General Manager Officer 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 Written Request

In-State and Out-of –State Travel

Advance written request and approval by the General Manager is required if travel includes overnight stay, airfare, or advanced funds or transportation involving a rented. For Approval Authority Members and employees from other jurisdictions, except those working for the Fiscal Agent, 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 two (2) 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

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

International Travel and Travel to Non-Continental Destinations

Advance written request and approval by both the Approval Authority and General Manager is required if travel includes overnight stay, airfare, or advanced funds or transportation involving travel to non-continental destinations. 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 international travel and travel to non-continental destinations, no more than two (2) Management Team employees and no more than ten (10) travelers (for a total of twelve (12)) 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~~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 UASI 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.
 - 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.
 - 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 CalEMA and DHS can take up to 5 months. Sub-recipients should provide updated budget and itinerary information, as needed by CalEMA 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 (41 CFR, Chapters 300-304).
5. Upon receipt of all approvals, the sub-recipient shall ensure that all necessary grant modifications are requested from the UASI, 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

As stated above, all requests for business travel require approval in advance by the ~~Chief Financial Officer~~General Manager. -The Chief Financial Officer reviews the request for availability of funds. A travel authorization form must be completed and signed by the employee or traveler. (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 air 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 BUASI, or by the traveler or employee subject to reimbursement by the BAUSI, 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.

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 approximately ten business days prior to travel. The Grants Management Unit should process the TA travel advance document in the fiscal agent's financial (FAMIS) allowing sufficient time for check issuance. TAs must be cleared in FAMIS within ten business days of return from a travel. The Grants management Unit is responsible for monitoring advances and following up with employees to ensure advances are cleared timely. If a TA is not liquidated in a timely fashion, the employee will have a payroll offset and will not be eligible for TAs for a minimum of two years from the date of the offset. Employees with an outstanding advance cannot receive another travel advance. If more than one payroll offset in a six month period, the TAs may be frozen.

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, 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

Complete expense reimbursement requests or travel liquidations must be fully supported by original receipts and forwarded to the Grants Management Unit no more than 30 days from return of travel. If a travel advance was issued, the advance must be liquidated and any unused funds returned to the BAUASI within 10 days of return. Reimbursement requests with incomplete documentation will be denied. Expense reimbursement must be processed in the BAUSAI's financial system (FAMIS Accounting) no more than 90 days upon return of the trip. 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 10 days if an advance was issued.

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 purpose and duration does not exceed official business trip requirements;
- Reviewing and auditing for compliance with the BUASI 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;
- Processing reimbursements in a timely manner. Reimbursements must be completed in the BAUSI's financial system within 90 days from return of business travel.

Processing Travel Reimbursements

The Grants Management Unit will process travel reimbursements in the fiscal agent's accounting system (FAMIS). The Grants Management Unit must have at least one initiator and one approver in FAMIS Accounting.

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 FAMIS 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 (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 shall be at the rate established by the Controller.

Effective ~~July~~ January 1, ~~2011~~ 2013, the IRS standard mileage rate for business use of an automobile is ~~55~~ 56.5 cents per mile.

Mileage is reimbursed when using personal vehicle, fuel is not reimbursed. Personal expenses such as private vehicle repair and maintenance are not reimbursable. When using personal vehicle for official business, all passengers in the vehicle must be on official business 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 car rental amount and estimate of other related expenses such as parking and fuel, and
- 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 standard compact size vehicle. Midsize vehicle is reimbursable if use is for three people or more, justification provided, and pre-approved in writing by the Chief Financial Officer.

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.

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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 airline charges for checked luggage, reimburse the cost of first checked bag only. 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 employees or Travelers 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.

Mode of Transportation	Expenses Reimbursed
(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 or shuttle.
- If using taxi, maximum reimbursement is \$50 each way, including tip, up to \$100 total for the related travel.
- 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 \$15 per day, up to \$100 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

- 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, maximum reimbursement for overnight hotel parking is limited to \$20 per day.

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 per-diem GSA (General Services Administration) rate for lodging or the rate used by the home jurisdiction of the employee or traveler. 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 per-diem GSA 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.

—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 single room rate.

Conference Hotel

- If conference hotel lodging rates exceed the Federal rate, reimbursement of actual expenses will be the responsibility of the home jurisdiction of the employee or traveler.
- 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 up to the conference hotel rate only.
- Required documentation of the conference lodging rate includes 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.
- For hotels not listed in the conference material, maximum reimbursement is GSA rate.

Lodging in Excess of Federal Per Diem Rate

- In situations where employee is unable to find lodging at GSA rate or business circumstances require employee to stay in a hotel that exceeds the federal per diem rate, 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 employee obtained “Government rate” and rate is reasonable, not to exceed one and half times the federal per diem rate.

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

City Not on the 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 there is a link to the National Association of Counties which can help determine the county a destination is located in.
- 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 which is currently \$70 for lodging and \$46 for meals and incidental expenses.

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.

Federal domestic and foreign lodging, maximum travel per diem allowances, meals and incidental expense breakdown are available from the following website:

Double click here for access to **U.S. General Services Administration** at **<http://www.gsa.gov>**

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

M&IE RATE (FULL DAY)	\$ 46	\$ 51	\$ 56	\$ 61	\$ 66	\$ 71
Continental Breakfast/Breakfast	\$ 7	\$ 8	\$ 9	\$ 10	\$ 11	\$ 12
Lunch	\$ 11	\$ 12	\$ 13	\$ 15	\$ 16	\$ 18
Dinner	\$ 23	\$ 26	\$ 29	\$ 31	\$ 34	\$ 36
Incidentals	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5

Conference Provided Meals

- If one or more meals are included as part of a conference registration fee, you should only charge the remaining meals and incidental expense rate from the above chart. 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.

Meal and Incidental Per Diem on Travel Days

- When a per diem reimbursement is requested for part of a day, please use the rates in the M&IE chart to determine meal reimbursements. Partial per diem is based on travel times. Departure and arrival times must be documented on the travel reimbursement form approved by the Chief Financial Officer.
- Breakfast per diem if leave home before 6am.
- Lunch per diem if leave worksite/home before 10am (day of departure) or return to worksite/home after 2pm (day of return).
- Dinner per diem if return to worksite/arrive home after 7pm.
- Full day incidental is allowed on travel days.

Incidental Expenses

- 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.

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 nine Bay Area counties.

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

- No meal per diem

Other Expenses

Other expenses associated with and incurred in the performance of the 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, 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 fee 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 Department's Authorized Travel Signatory in order for 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 use of the credit and ensuring use for authorized official business travel only.

(Travel Change or Cancellation Fee cont)

(b) If booked on-line directly by employee, the City will reimburse for the cancellation fee if justified business reason for cancellation is provided and approved by the Chief Financial Officer. The City will not reimburse 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 to be documented.
- Identify all business internet charges, business calls, faxes, etc. on the hotel bill.

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 Controller. 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.

Type	Examples
Travel/Transportation	<ul style="list-style-type: none">• Unjustified car rental and/or upgrade from standard compact size vehicle.• Auto/flight/travel insurance.• Air travel ticket higher than coach/economy class.• Parking/moving violation tickets or other penalties for infractions of any law, repair of automobiles and towing charges.• Passport application fees.• Unjustified cancelled travel tickets and change/cancellation costs.

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

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 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 personal vehicle, city vehicle, 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 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 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. On the GSA website there is a link to the National Association of Counties which can help determine the county a destination is located in. 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 which is currently \$70 for lodging.

Q: Can the BAUASI pay an employee’s family/friends for lodging or other expenses when employee stays with family/friend 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 meal etc.

A: No.

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

A: No.

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 employee is traveling to?

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.

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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 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 does incidental expense per diem include?

A: 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, only odometer readings are required by the Grant Management Unit, as long as the mileage is reasonable.

APPENDICES

A. BAUASI Travel & Expense Authorization

~~B.~~ BAUASI Field Expense Report

B.

Bay Area UASI Travel & Expense Authorization

Travel Authorization Number:					
Employee Name:			Division:		
Date(s) of Travel (or event):					
Type of Event:		Meeting	Training	Other:	
Purpose of travel or attendance at event:					
Funding Source:		UASI		Year:	
OHS Approval Date:			Approved by:		
Budget Reference:			Fund Group-Index:		
Code-Sub Object-Project Code:					
Flight Information					
Airline	Flight	Date	From	To	Cost
Total Flight Cost					\$0.00
Rental Car Information					
Company	Type	Reason	# of Days	Daily Rate	Cost
Total Rental Car Cost					
Hotel Information					
Hotel	City	# of Days	Rate	Tax (%)	Cost
					\$0.00
Conference Hotel					\$0.00
Total Hotel Cost					\$0.00
Other Information					
Item	Description				Cost
Registration	Cost of attending				
Per Diem	Loc:	Daily Rate	# of Days		\$0.00
Mileage	POV use	Est Miles	Rate	\$0.56	\$0.00
	Reason:				
Ground Transportation (roundtrip) to Airport, Hotel, Baggage Fees					
Total Additional Costs					\$0.00
Total Cost of Travel/Event					\$0.00
Division Manager Approval:			Deputy Director Approval		
Name:		Date:		Date	
Signature			Signature		
Received by Grants :			Date		
Name:		Signature:			

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E. E. Statement of Incompatible Activities



Edwin M. Lee
Mayor

Department of Emergency Management

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Anne Kronenberg
Executive Director

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.

F. E.—TOR Template for Seconded Staff

BAY AREA UASI MANAGEMENT TEAM

Home Jurisdiction and Department

TERMS OF REFERENCE FOR Name of Staff

Bay Area UASI San Francisco Title

date

This Terms of Reference document outlines the mutual agreement between the Bay Area UASI Management Team and the Home jurisdiction and department for the full time secondment position of name of staff department and jurisdiction. Name of staff will serve as the title with the Bay Area UASI Management Team.

1. Performance period:

Should be at least two years

2. Work location:

As business needs dictate – at least two days a week at the Management Team offices for full time positions

3. Frequency:

The title is a full time position. It is understandable and accepted that the staff person will continue to have professional duties associated with the home department, such as required certifications, training, as well as coordination (e.g., staff meetings). However, unless unusual circumstances prevail (such as an activation for an emergency), activities that are not directly related to xxx should not typically consume more than approximately 10% of the staff member's regular work hours, based on a 40 hour work week.

4. Funding:

Please see the table below for a breakdown of available funding for this position. This table reflects funds for grant eligible and pre-approved activities for this staff position only. Funds tied to particular grant years are no longer available after the performance period of the grant ends.

5. Roles and responsibility of Bay Area UASI Management Team:

(Janell Myhre, Regional Program Manager)

- Conduct weekly check in meetings with the staff member
- Provide oversight to the staff member to ensure successful completion of assigned tasks (see scope of work below)
- Provide information, coaching, support, and other resources to support completion of the scope of work and enhance the professional experience of the staff member
- Verify that the staff member's functional time sheet reflects only grant eligible activities that are related to the **management of xxx**
- Provide performance plan, mid period, and final evaluation information to home department on an annual basis
- Ensure staff member's compliance with the Bay Area UASI Management Team Policies and Procedures Manual

6. Roles and responsibility of employee's home department

Contact in home department

- Prepare performance plans, mid-period reviews, and final evaluations in accordance with home department's policies and procedures, incorporating information provided by the Bay Area UASI Management Team
- Allow employee to fulfill the terms of reference as laid out in this document, including working full time for a period of two years. Should unusual circumstances prevail and these terms of reference need to change, notify the Bay Area UASI at least **three** months in advance so that this document may be updated.

7. Scope of work:

8. Bay Area UASI Management Team Policies and Procedures Manual

As an assigned staff person to the Bay Area UASI Management Team, the staff person is expected to comply with the Bay Area UASI Management Team Policies and Procedures Manual unless they are in conflict with specific provisions of existing labor agreements. This manual provides administrative standards, policies, and procedures for Bay Area UASI Management Team staff members, including staffing and personnel procedures, general office procedures, professional standards, and ethical principles.

9. Termination

Assigned Personnel from other member jurisdictions may be terminated from an assignment to the Bay Area UASI Management Team at any time, with or without cause (2011 Bylaws Article VII, section 7.1 (d)). Prior to terminating an assignment on the UASI Management Team, whenever reasonably possible,

the General Manager will contact the Approval Authority Member of the Assigned Personnel not less than 30 days from the termination of assignment date and issue the Assigned Personnel written notice of the termination of assignment ("Termination of Assignment"). Upon receiving the Termination of Assignment, the Approval Authority Member will notify the employee's Supervisor and arrange for the return of the Assigned Employee to the Employing Jurisdiction. The Assigned Personnel will return all equipment and will not have access to the UASI work place premises no later than two weeks from the actual termination date.

10. Signatures

Seconded staff

Direct supervisor of seconded staff

Bay Area UASI General Manager

Relevant Approval Authority Member

F. MOU Regarding Personal Assigned to the Bay Area UASI Management Team-

~~MEMORANDUM OF UNDERSTANDING REGARDING PERSONNEL ASSIGNED TO THE~~

~~BAY AREA URBAN AREAS SECURITY INITIATIVE (BAY AREA UASI) MANAGEMENT TEAM~~

~~THIS MEMORANDUM OF UNDERSTANDING, dated _____, 20____ is between the General Manager of the Bay Area UASI Management Team (General Manager), and the County of _____ in its capacity as a member of the Approval Authority for the Bay Area UASI ("Employing Jurisdiction"), collectively referred as Parties:~~

~~RECITAL~~

~~WHEREAS, the County of _____ is a member of the Bay Area Urban Area Approval Authority ("Approval Authority") and has entered into a Memorandum of Understanding ("2011 MOU") setting forth the objectives, governance structures, responsibilities, and financial arrangements concerning the use, application for, allocation and distribution of UASI grant funds to the Bay Area Urban Area, and establishing the Bay Area UASI Region Approval Authority ("Approval Authority") as the body with oversight of the UASI Program for the Bay Area Urban Area; and,~~

~~WHEREAS, Pursuant to the 2011 MOU and related Bylaws, the General Manager in consultation with the Approval Authority may select individuals for assignment to work full-time on the Bay Area UASI Management Team. Assigned individuals shall be employees of the Approval Authority member jurisdictions (Assigned Personnel);~~

~~WHEREAS, This MOU does not affect the 2011 MOU and related Bylaws and,~~

~~WHEREAS, The Bay Area Approval Authority approved the General Manager's Policies and Procedures Manual setting forth staffing and personnel procedures, general office procedures, professional standards, and ethical principles; and,~~

~~WHEREAS, The Assigned Personnel desires to work on the Bay Area UASI Management Team, and the General Manager, and Approval Authority Member consent to the assignment; and~~

~~WHEREAS, an MOU has been executed setting forth the Assigned Personnel's performance period and termination, scope of work, compensation and benefits, roles and responsibilities of the assigned employee's home jurisdiction, and the roles and responsibilities of the Bay Area UASI Management Team.~~

~~IN CONSIDERATION of the above mentioned, the Parties hereby agree as follows:~~

- ~~1. The Assigned Personnel has read and understands the policies and procedures manual for the Bay Area UASI Management Team.~~
- ~~2. The Assigned Personnel consents to the MOU describing his/her scope of work, including his/her roles and responsibilities.~~
- ~~3. The Assigned Personnel will still be subject to the policies, rules, and procedures of the County of _____ ("Employing Jurisdiction").~~
- ~~4. The Assigned Personnel may be removed from the UASI Management Team with or without cause at any time; however, the Employing Jurisdiction retains all power to issue written reprimands or suspensions to Assigned Personnel.~~
- ~~5. On an annual basis, the General Manager will meet with the Approval Authority Member to discuss the performance of the Assigned Personnel.~~
- ~~6. Prior to terminating an assignment on the UASI Management Team, whenever reasonably possible, the General Manager will contact the Approval Authority Member of the Assigned Personnel not less than 30 days from the termination of assignment date and issue the Assigned Personnel written notice of the termination of assignment ("Termination of Assignment"). Upon receiving the Termination of Assignment, the Approval Authority Member will notify the employee's Supervisor and arrange for the return of the Assigned Employee to the Employing Jurisdiction. The Assigned Personnel will return all equipment and will not have access to the UASI work place premises no later than two weeks from the actual termination date. The Approval Authority Member will make a good faith effort to replace the Assigned Personnel with a candidate possessing similar skills and subject matter expertise.~~

Signature of Approval Authority Member _____ Signature of General Manager

Printed Name _____ Printed Name



To: Bay Area UASI Approval Authority
From: Tristan Levardo, CFO
Date: August 8, 2013
Re: Item 9A: FY2011 UASI Expenditure Report

Action Requested of the UASI Approval Authority:

Information only

Action or Discussion Item:

Discussion

Summary

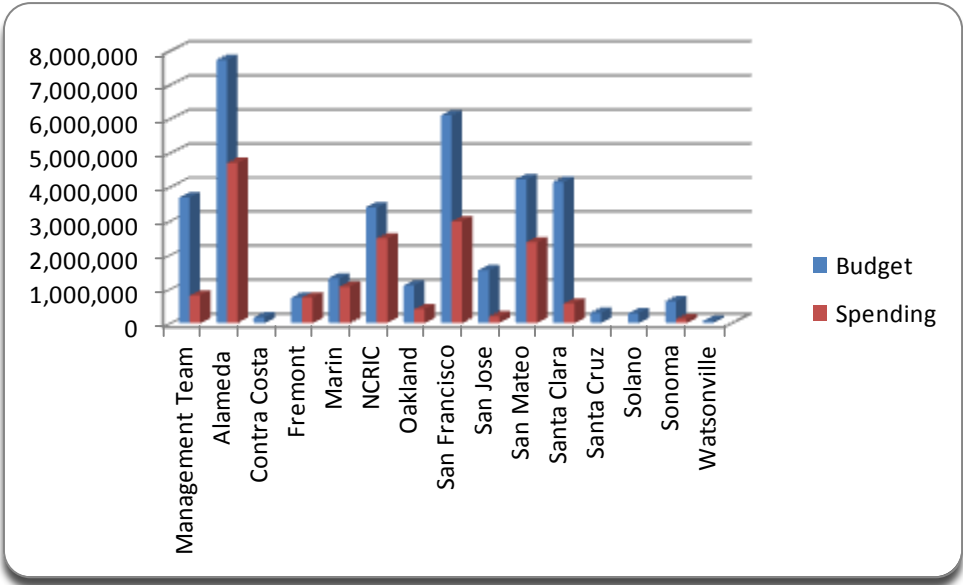
The sub-recipient performance period for the FY2011 UASI grant is May 1, 2012 – November 30, 2013, with the final claim for reimbursement due no later than January 4, 2014.

Overall, spending has reached 46% of the total budget, an increase of 29% from the last report. All projects are on target. Santa Clara returned unspent funds of \$270K out of its functional needs projects. Those funds are being referred to the hub for reallocation. Several change requests have been processed to align the projects and provide extension of deliverables. The Management Team is forecasting full spending of this grant.

Financial Information:

Jurisdiction	Budget	Spent	Spent %	Obligated
Management Team	3,688,019	808,234	22%	2,879,785
Alameda	7,726,555	4,703,340	61%	3,023,215
Contra Costa	170,000			170,000
Fremont	750,000	748,770	99%	1,230
Marin	1,309,829	1,065,481	81%	244,348
NCRIC	3,393,158	2,487,334	73%	905,824
Oakland	1,100,730	409,382	37%	691,348

Jurisdiction	Budget	Spent	Spent %	Obligated
San Francisco	6,094,896	2,985,178	49%	3,109,718
San Jose	1,548,879	193,093	12%	1,355,786
San Mateo	4,214,854	2,369,724	56%	1,845,130
Santa Clara	4,143,890	572,377	14%	3,571,513
Santa Cruz	302,000			302,000
Solano	287,050			287,050
Sonoma	637,100	117,185	18%	519,915
Watsonville	60,000			60,000
Total	35,546,960	16,460,098	46%	18,966,862





To: Bay Area UASI Approval Authority
From: Tristan Levardo, CFO
Date: August 8, 2013
Re: Item 9B: FY2012 UASI Expenditure Report

Action Requested of the UASI Approval Authority:

Information only

Action or Discussion Item:

Discussion

Summary

The sub-recipient performance period for the FY2012 UASI grant is December 1, 2012 – November 30, 2013, with the final claim for reimbursement due no later than January 4, 2014.

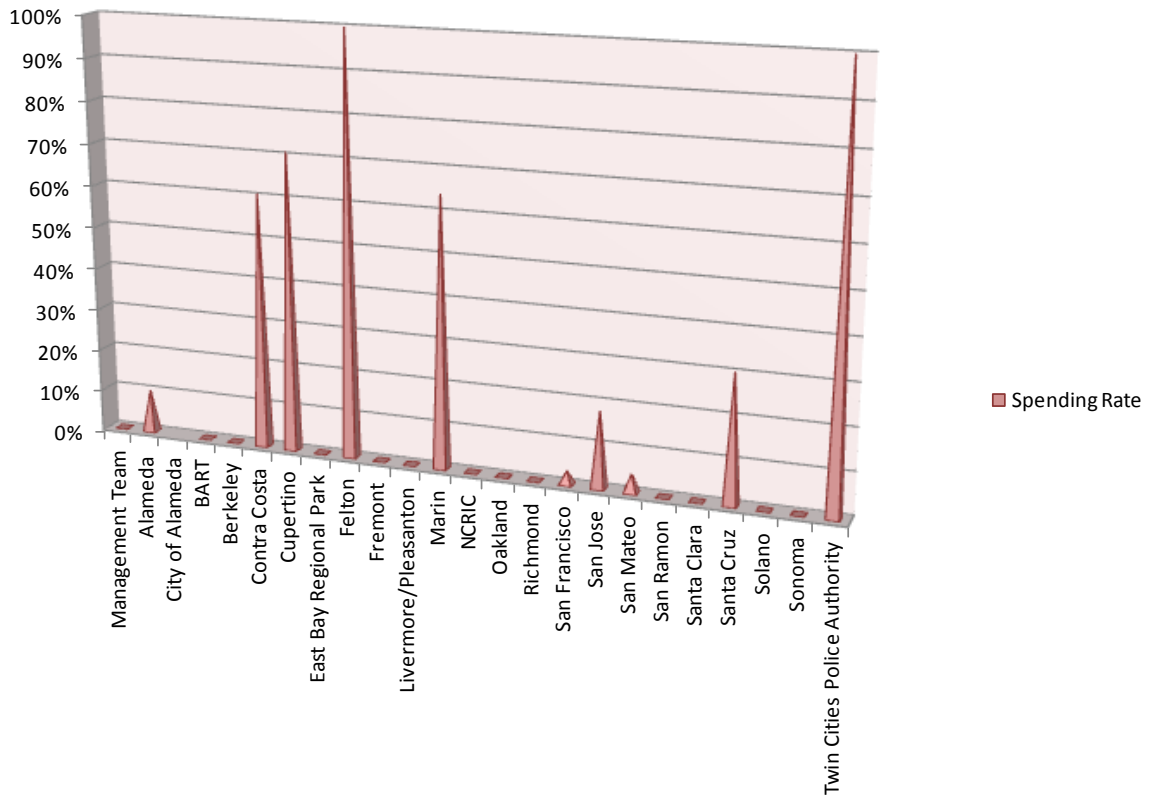
Overall, spending is 9% of the total grant. Our recent monitoring consisted of inquiring about the status of the projects and requesting documentation on purchase orders, invoices, and pending claims. We received several verbal confirmations suggesting that most projects are on track. At this point, our efforts yielded no possible project savings that can be diverted to our approved regional procurement. The Management Team is continuing to verify project spending and shall report any funds for reallocation in the coming months.

Financial Information:

Jurisdiction	Budget	Spent	Spent %	Obligated
Management Team	2,028,365			2,028,365
Alameda	4,569,332	467,042	10%	4,102,290
City of Alameda	79,290			79,290
BART	19,170			19,170
Berkeley	327,226			327,226
Contra Costa	508,700	309,680	61%	199,020
Cupertino	100,000	71,000	71%	29,000

Jurisdiction	Budget	Spent	Spent %	Obligated
East Bay Regional Park	88,180			88,180
Felton	175,000	175,000	100%	
Fremont	50,000			50,000
Livermore/Pleasanton	65,000			65,000
Marin	448,358	287,818	64%	160,540
NCRIC	2,293,158			2,293,158
Oakland	1,091,000			1,091,000
Richmond	32,300			32,300
San Francisco	3,451,712	108,239	3%	3,343,473
San Jose	1,000,000	182,169	18%	817,831
San Mateo	2,164,623	94,848	4%	2,069,775
San Ramon	55,000			55,000
Santa Clara	2,806,629			2,806,629
Santa Cruz	432,000	131,973	31%	300,027
Solano	45,000			45,000
Sonoma	48,409			48,409
Twin Cities Police Authority	52,860	52,860	100%	
Total	21,931,312	1,880,629	9%	20,050,683

Spending Rate





To: Bay Area UASI Approval Authority
From: Tristan Levardo, CFO
Date: August 8, 2013
Re: Item #10: Travel expenses for the period April to June 2013

Action Requested of the UASI Approval Authority:

Information Only

Action or Discussion Item:

Discussion

Travel Expenses

The table below summarizes all travel expenses incurred by the Management Team and representatives from our jurisdictions for the period of April 1 to June 30, 2013.

Employee, Jurisdiction	Destination	Travel Dates	Total Charges	Funding Source	Purpose
Amiee Alden, San Francisco	Los Angeles, CA	6/4-7/13	1,313.19	FY11 UASI	Annual Homeland Security Conference
Jeff Blau, Management	Los Angeles, CA	6/3-7/13	762.55	FY11 UASI	Annual Homeland Security Conference
Tom Cleary, San Francisco	Los Angeles, CA	6/4-7/13	577.84	FY11 UASI	Annual Homeland Security Conference
Jun Chen, San Francisco	Denver, Colorado	6/4-5/13	1,660.94	FY11 UASI	2013 Public Safety Broadband Conf.
Craig Dziedzic, Management	Los Angeles, CA	6/3-7/13	1,652.39	FY11 UASI	Annual Homeland Security Conference
Lani Kent, Management	Los Angeles, CA	6/3-7/13	1,449.64	FY11 UASI	Annual Homeland Security Conference

Employee, Jurisdiction	Destination	Travel Dates	Total Charges	Funding Source	Purpose
Mary Landers, Management	Los Angeles, CA	6/3-7/13	1,575.84	FY11 UASI	Annual Homeland Security Conference
Tristan Levarado, Management	Los Angeles, CA	6/3-7/13	1,476.84	FY11 UASI	Annual Homeland Security Conference
Janell Myhre, Management	Los Angeles, CA	6/3-7/13	1,652.59	FY11 UASI	Annual Homeland Security Conference
Catherine Spaulding, Management	Los Angeles, CA	6/3-7/13	1,611.64	FY11 UASI	Annual Homeland Security Conference
Christopher Godley, San Jose	Washington, D.C.	1/14-16/13	1,770.98	FY11 UASI	Ad Hoc Legislative Committee trip
Christopher Godley, San Jose	Los Angeles, CA	6/3-6/13	1,353.18	FY11 UASI	Annual Homeland Security Conference
		TOTAL	16,857.62		



To: Bay Area UASI Approval Authority

From: Barry Fraser, Interim General Manager

Date: August 8, 2013

Re: Item #11: Report from the Bay Area Regional Interoperable Communications System Joint Powers Authority (BayRICS Authority)

Recommendations:

Receive and File Report

Action or Discussion Items:

Report from General Manager of the BayRICS Authority on the activities and progress of the BayRICS Authority for June-July 2013.

Discussion/Description:

1. BayRICS Administration

The BayRICS Board of Directors held two meetings since the last report, on June 13, 2013 and July 11, 2013. At the June 13 meeting, the BayRICS Board adopted a budget for the 2013-2014 Fiscal Year. At its July 11 meeting, the Board approved a tentative spectrum lease agreement with FirstNet and re-elected Undersheriff Rich Lucia as Chair and State of California Director Karen Wong as Vice-Chair. The Board's next meeting is scheduled for Thursday September 12 at 1:30 PM at the Alameda County Sheriff OES in Dublin.

2. Staff Activities

Staff conducted meetings with several key stakeholders over the past month, including:

- Alameda County City Managers Association – General Manager Barry Fraser gave a presentation to the Alameda County City Managers on June 19.
- San Mateo County – GM Fraser met with San Mateo County staff and Motorola to conduct a review of San Mateo County radio sites and develop an update on site status.
- Pacific Gas & Electric (PG&E) – BayRICS and Motorola staff met with PG&E staff on to discuss PG&E participation in BayWEB.
- BART -- GM Fraser has met with BART several times over the past month to attempt to finalize a reciprocal use agreement for BART dark fiber and sites. We are also

discussing the possible expansion of BART usage of the BayWEB service, and looking at ways to extend the service into BART train tunnels.

- City of Charlotte, NC -- Staff held discussions with Broadband Technology Opportunities Program (BTOP) Grantee City of Charlotte, NC to consider ways to develop volume pricing quotes for LTE user devices, particularly devices that currently operate on commercial data networks, but that can be upgraded to operate on BayWEB when it becomes available.
- FirstNet – GM Fraser met several times with FirstNet engineers and consultants and conducted site visits of several locations in the Bay Area.
- National Association of Regulatory Utility Commissioners (NARUC) -- GM Fraser spoke at NARUC’s summer conference in Denver, CO on July 22. NARUC is an organization representing state Public Utilities Commissioners.
- Northern California Chapter of the Association of Public-Safety Communications Officials (NAPCO) – GM Fraser has been asked to speak at the August NAPCO meeting, to be held in Alameda aboard the USS Hornet on Friday Aug. 9 from 9:00 AM – Noon.
- Association of Public-Safety Communications Officials (APCO) Annual Conference – GM Fraser has been invited to speak on a panel at the APCO International Conference in Anaheim, CA on August 20.

BayRICS Staff are also working with commercial vendors to conduct testing and demonstrations of LTE technology and applications in the Bay Area:

- PureWave Networks – PureWave is a manufacturer of cellular technology based in Santa Clara that has developed a micro cell application for indoor use that may be beneficial for public safety LTE networks. GM Barry Fraser has met several times with PureWave management to discuss small cell technology and applications. PureWave is working with FirstNet, NTIA and FCC to perform limited testing of its LTE technology in the South Bay. GM Fraser has also had discussions with other small cell providers in the South Bay regarding testing small cell technology in urban scenarios.
- Harris Corporation – Harris will conduct a test of LTE equipment and technology in Livermore on August 14. FirstNet, PSCR and BayRICS have been invited to observe the demonstration.

3. First Responder Network Authority (FirstNet)

Spectrum Lease Negotiations. At its July 11, 2013 meeting, the BayRICS Board of Directors authorized the BayRICS General Manager to execute a proposed Spectrum Manager Lease Agreement (“SMLA”) with FirstNet. The Staff Report with the proposed SMLA is available at http://www.bayrics.net/uploads/1/2/4/6/12466172/item_9_-_staff_report_spectrum_lease_final.pdf. Please note that this is a tentative draft agreement, which remains subject to final review and approval by the NTIA and the FirstNet Board of Directors. The BayRICS Board authorized the BayRICS General Manager, after first consulting

with the BayRICS Board Chair, to approve minor changes requested by FirstNet Board when it approves the lease.

BayRICS staff and FirstNet Board Member Sue Swenson negotiated the draft SMLA, pursuant to FirstNet's February 12, 2013 Resolution authorizing Ms. Swenson to negotiate spectrum leases with each of the seven BTOP grantees, including the BayRICS Authority. The lease is also the first step in the process of lifting the BayWEB project's BTOP funding suspension. After FirstNet approves the lease, Motorola must submit a request to the National Telecommunications and Information Administration (NTIA) to lift the suspension. FirstNet will then submit a letter in support of that action. NTIA has the final decision as to whether to lift the funding suspension, necessary for the project to resume construction.

FirstNet Meetings and Activities. The FirstNet Board of Directors held a special meeting on June 27, 2013 to approve the Los Angeles Regional Interoperable Communications System Authority (LA-RICS) Spectrum Lease and to review (in closed session) an acquisition strategy presented by FirstNet GM, Bill D'Agostino. The LA-RICS lease is the first such agreement between FirstNet and one of the seven public safety BTOP grantees.

On July 10, 2013, FirstNet issued 10 Requests for Information (RFIs) requesting detailed information regarding potential deployment options for crucial portions of the Long-Term Evolution (LTE) network, including the radio access network (RAN) and core network. The RFIs are available at <http://www.ntia.doc.gov/press-release/2013/firstnet-issues-rfis-technology-nationwide-wireless-broadband-network>. FirstNet has indicated that over 18 RFIs will be issued over the coming months to gather technical and operational information for the nationwide network. FirstNet had issued one RFI, related to user devices, earlier this year.

UASI Approval Authority and Management Team Tracking Tool

August 8, 2013 Approval Authority Meeting

Special Request Items/Assignments						
#	Name	Deliverable	Who	Date Assigned	Due Date	Status / Comments
1	Updates to grants manual	Report	Catherine Spaulding	12/13/12	TBD	To be scheduled as soon as possible after update to the bylaws and MOU completed
2	Draft project proposal process	Report	Catherine Spaulding	4/25/13	9/12/13	
3	Risk management asset updates and capability assessment	Report	Dave Frazer	3/6/13	9/12/13	
4	California Statewide Risk Management Program update	Presentation	Kevin Jensen	8/8/13	9/12/13	
5	UASI Investments and the Asiana Response	Presentation	Rob Dudgeon and TBD	7/26/13	9/12/13	
6	Priority capability objectives for FY14 funding cycle	Presentation	Catherine Spaulding	8/1/13	10/10/13	
7	Risk allocation formula	Presentation	Catherine Spaulding	5/13/13	10/10/13	
8	RCPGP plan adoption update	Report	Janell Myhre/Jennifer Chappelle	6/17/13	10/10/13	
9	Regional CAD to CAD project update	Report	Jeff Blau	4/23/13	10/10/13	
10	BayWeb and BayLoop master site update	Presentation	Jun Chen	5/14/13	10/10/13	
11	Automated license plate readers funding recommendations	Report	Dave Frazer	4/23/13	11/14/13	
12	Update on regional public safety information sharing systems	Presentation	Mike Sena/Dave Frazer	4/23/13	11/14/13	
13	Medical Surge Project close out	Presentation	Lani Kent	3/6/13	12/12/13	
14	THIRA	Presentation	Jason Carroll	3/6/13	12/12/13	
15	Homeland Security Strategy	Presentation	Josh Filler	3/6/13	12/12/13	
16	Regional procurement to close out FY11 and FY12 - orders placed and status of delivery	Report	Jeff Blau	3/6/13	12/12/13	
17	Update on Resource Inventory Project	Report	Jeff Blau	5/16/13	1/9/14	
18	Urban Shield 2013 after action results	Presentation	Dennis Houghtelling	3/6/13	1/9/14	
19	RCPGP catastrophic plan full scale exercise integration with Urban Shield 2013 after action results	Presentation	Lani Kent	3/6/13	1/9/14	

UASI Approval Authority and Management Team Tracking Tool

August 8, 2013 Approval Authority Meeting

20	FY14 proposed projects	Presentation	Catherine Spaulding	8/1/13	2/13/14	
21	RCPGP catastrophic plan just in time training close out	Presentation	Lani Kent	3/6/13	2/13/14	

Regular Items/Assignments						
#	Name	Deliverable	Who	Date Assigned	Due Date	Status / Comments
A	UASI Quarterly Reports	Report	Tristan Levarado		9/12/13	9/12- FY11 UASI; 10/10-RCPGP; 11/14-FY12 UASI and Travel Expenditures; 12/12- FY11 UASI
B	UASI Advisory Group Report	Report	Mike Sena, Chair		9/12/13	Update from the Advisory Group Meeting
C	BayRICS JPA Progress Report	Report	Barry Fraser		9/12/13	Update from the BayRICS JPA
D	Budget reallocations under \$250,000	Report	Tristan Levarado		9/12/13 (Biannually)	
E	Election of UASI Officers	Discussion & action item	Chair		12/12/13 (Annually)	