

STAFF REPORT*CITY OF OCEANSIDE*

DATE: November 19, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Fire Department

SUBJECT: **APPROVAL TO ACCEPT \$132,560 IN GRANT FUNDS FROM THE HOMELAND SECURITY GRANT PROGRAM, APPROPRIATE THE FUNDS TO THE POLICE AND FIRE DEPARTMENTS, AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR A DISASTER PREPAREDNESS COORDINATOR**

SYNOPSIS

Staff recommends that the City Council accept \$132,560 in reimbursable grant funds from the 2014 State Homeland Security Program (SHSP) awarded to the City for Disaster Preparedness; approve the appropriation of these funds to the Police and Fire Departments to purchase communication equipment, disaster preparedness public education materials, and fund the services of a contract Disaster Preparedness Coordinator Consultant; approve a Professional Services Agreement with Lauren Bushey in the amount of \$85,000 from December 1, 2014, to November 30, 2015, to serve as the contract Disaster Preparedness Coordinator; and authorize the City Manager to execute the agreement upon receipt of all supporting documents.

BACKGROUND

In 2014 the SHSP was awarded more than \$400 million to support the implementation of risk-driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and Regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and provide capability-based planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

Section 2006 of the Homeland Security Act of 2002 (Public Law 107-296), as amended, (6 U.S.C. § 607) requires states to dedicate 25 percent of SHSP grant-appropriated funds to law enforcement terrorism prevention activities including oriented planning, organization, training, exercise and equipment activities. The San Diego County Unified Disaster Council manages the local area's SHSP grant funds, and allocated \$132,560 of reimbursable grant funds to the City of Oceanside (\$31,593 for law enforcement activities and \$100,967 for non-law enforcement activities) with a performance period of December 1, 2014, to December 31, 2015.

ANALYSIS

The Police Department will use \$31,593 to purchase emergency response equipment, including radios, batteries, and accessories to strengthen interoperable communication and collaboration within the San Diego Operational Area during disasters and terrorism attacks. The purchase of the emergency response equipment will allow the Police Department to distribute information in a faster matter, which will allow a more effective response for both first responders as well as decision makers.

The Fire Department will use \$100,967 to purchase disaster preparedness public education materials and to fund a Disaster Preparedness Coordinator Consultant from December 1, 2014, to November 30, 2015, in an effort to develop a resilient community. The Disaster Preparedness Coordinator Consultant will enhance the City's disaster preparedness by updating the City of Oceanside Emergency Plan, educate City staff regarding Emergency Operations Center (EOC) procedures, and deliver an outreach campaign to promote individual, family, and business disaster preparedness.

A Request for Proposals for a Disaster Preparedness Coordinator Consultant was published on August 20, 2014, on the City of Oceanside website and the International Association of Emergency Managers website, with a deadline of September 18, 2014. The minimum requirements included experience with disaster preparedness, emergency plan development and updating, and public education delivery. In addition, a Bachelor Degree, or higher, from a United States Department of Education accredited college or university, in Emergency Management, Homeland Security, or a related field, was required.

Seven qualifying proposals were accepted and candidates were interviewed on September 30, 2014, by a panel of three City staff members with disaster preparedness or EOC experience. Consultants were evaluated based on the City's guidelines for selection of professional services, which includes the following:

- Qualifications and availability of consultant to perform the proposed services
- Prior performance of work similar in character
- Understanding of the scope of services
- Ability to provide service in a timely manner
- Proposal quality and level of details
- Prior work performance for the City (current or past)
- References
- Cost

The panel unanimously selected Disaster Preparedness Consultant Lauren Bushey due to her education, experience, qualifications, cost, and verbal and written description of the proposed scope of services. The professional services agreement includes a performance period of December 1, 2014, to November 30, 2015, and a compensation amount of \$85,000.

FISCAL IMPACT

The 2014 SHSP grant has no matching funds requirement; it is a 100 percent funded grant.

Funds will be appropriated and deposited into account # 81714300273.4376

Reimbursable expenses will be as follows:

- Police Department Communications Equipment
\$31,593 - Account # 817140300273.5704
- Public Education Materials
\$15,967- Account # 817140300273.5355
- Fire Department Disaster Preparedness Coordinator Consultant
\$85,000 - Account # 817140300273.5305

COMMISSION or COMMITTEE REPORT

On July 17, 2014, the Police and Fire Commission unanimously approved staff's recommendation to request the City Council to accept \$132,560 in grant fund from the 2014 SHSP and use the funds for Police Department communications equipment, public education materials, and a Disaster Preparedness Coordinator.

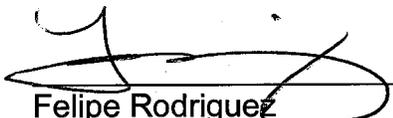
CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council accept \$132,560 in reimbursable grant funds from the 2014 State Homeland Security Program (SHSP) awarded to the City for Disaster Preparedness; approve the appropriation of these funds to the Police and Fire Departments to purchase communication equipment, disaster preparedness public education materials, and fund the services of a contract Disaster Preparedness Coordinator Consultant; approve a Professional Services Agreement with Lauren Bushey in the amount of \$85,000 from December 1, 2014, to November 30, 2015, to serve as the contract Disaster Preparedness Coordinator; and authorize the City Manager to execute the agreement upon receipt of all supporting documents.

PREPARED BY:


Felipe Rodriguez
Fire Division Chief

SUBMITTED BY:


Steve Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant City Manager
Darryl Hebert, Fire Chief
Frank McCoy, Police Chief
James Riley, Director of Financial Services






Attachments:

- 1) FY 2014 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT APPROVED ALLOCATION
- 2) PROFESSIONAL SERVICES AGREEMENT

FY 2014 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT APPROVED ALLOCATION							
JURISDICTION	FY2013 - ALLOCATION			FY2014 - PROPOSED ALLOCATION			
	CITIES	LE - 25% of FY13 Allocation	Non-LE	TOTAL	LE - 25% of FY14 Allocation	Non-LE	TOTAL
CARLSBAD	16,271	54,791	71,062	16,744	66,762	83,506	18%
CHULA VISTA	29,687	120,321	150,008	30,645	148,594	179,239	19%
CORONADO	5,994	15,722	21,716	6,634	18,129	24,763	14%
DEL MAR	-	6,939	6,939	-	7,374	7,374	6%
EL CAJON	17,127	51,503	68,630	19,271	61,765	81,036	18%
ENCINITAS	-	32,906	32,906	-	39,312	39,312	19%
ESCONDIDO	21,409	72,544	93,953	23,852	87,467	111,319	18%
ESCONDIDO RINCON DEL DIABLO	-	6,284	6,284	-	7,731	7,731	23%
IMPERIAL BEACH	-	17,305	17,305	-	19,954	19,954	15%
LA MESA	9,563	31,958	41,521	10,741	37,946	48,687	17%
LEMON GROVE	-	16,840	16,840	-	19,535	19,535	16%
NATIONAL CITY	11,561	32,268	43,829	12,637	38,290	50,927	16%
NATIONAL CITY - LINCOLN ACRES	-	736	736	-	904	904	23%
OCEANSIDE	28,830	83,298	112,128	31,593	100,967	132,560	18%
POWAY	DECLINED FY13			DECLINED FY14			
SAN DIEGO	261,042	-	261,042	285,912	-	285,912	10%
SAN MARCOS	-	44,569	44,569	-	55,555	55,555	25%
SAN MARCOS FIRE PROTECTION DISTRICT	-	6,599	6,599	-	8,118	8,118	23%
SANTEE	-	30,269	30,269	-	36,285	36,285	20%
SANTEE - CSA 115	-	2,106	2,106	-	2,592	2,592	23%
SOLANA BEACH	-	11,012	11,012	-	12,343	12,343	12%
VISTA	-	48,947	48,947	-	58,887	58,887	20%
VISTA FIRE PROTECTION DISTRICT	-	9,592	9,592	-	11,801	11,801	23%
TOTAL CITIES	401,484	696,509	1,097,993	438,029	840,311	1,278,340	16%
FIRE DISTRICTS/OTHER							
PORT OF SAN DIEGO	17,841	-	17,841	18,956	-	18,956	6%
ALPINE	-	11,954	11,954	-	13,548	13,548	13%
BORREGO SPRINGS	-	6,726	6,726	-	7,068	7,068	5%
DEER SPRINGS	-	10,567	10,567	-	11,789	11,789	12%
JULIAN/CUYAMACA	-	6,647	6,647	-	7,002	7,002	5%
NORTH COUNTY	-	25,321	25,321	-	33,369	33,369	32%
RANCHO SANTA FE	-	19,427	19,427	-	22,610	22,610	16%
SAN MIGUEL	-	61,000	61,000	-	73,798	73,798	21%
VALLEY CENTER	-	12,737	12,737	-	14,411	14,411	13%
TOTAL FIRE DISTRICTS/OTHER	17,841	154,379	172,220	18,956	183,595	202,551	18%
COUNTY DEPTS							
OES, HHS-A-EMS	-	1,380,317	1,380,317	-	1,454,998	1,454,998	5%
SHERIFF	324,410	-	324,410	369,317	-	369,317	14%
TOTAL COUNTY DEPTS	324,410	1,380,317	1,704,727	369,317	1,454,998	1,824,315	7%
TOTAL ALLOCATIONS	743,735	2,231,205	2,974,940	826,302	2,478,904	3,305,206	11%

Notes:

*Personnel Cap: Each jurisdiction's allocation has a personnel cap of 50%.

*San Diego Sheriff includes: Unincorporated San Diego County and the contracted cities of Del Mar, Encinitas, Imperial Beach, Lemon Grove, Poway, San Marcos, Santee, Solana Beach and Vista.

CITY OF OCEANSIDE**PROFESSIONAL SERVICES AGREEMENT****PROJECT: Disaster Preparedness Coordinator**

THIS AGREEMENT, dated October 20, 2014 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Lauren Marie Bushey, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**1. SCOPE OF WORK.** The project is more particularly described as follows:

Under the direction of the Fire Marshal, the selected consultant firm or individual consultant shall provide professional disaster preparedness services at the Disaster Preparedness Coordinator level.

The Disaster Preparedness Coordinator responsibilities include, but are not limited to:

- Analyzing, planning for, updating, and implementing disaster emergency plans governing the City's preparedness, mitigation, response, and recovery operations.
- Developing, maintaining, and updating Emergency Operations Plans (EOP), Continuity of Operations Plans (COOP), and Evacuation Plans.
- Attending San Diego Unified Disaster Council and Emergency Manager meetings and committees; approximately on a monthly basis.
- Organizing and leading Disaster Preparedness Public Education events and Public Information delivery. Education and information provided shall be in accordance with accepted Federal Emergency Management Agency (FEMA), California Emergency Management Agency (CALEMA), San Diego County Office of Emergency Services (SD-OES), and City of Oceanside Disaster Preparedness standards.
- Servicing as the Community Emergency Response Team (CERT) Liaison between the Oceanside Fire Department and the Oceanside CERT; monthly evening/weekend meeting will be required.
- Coordinating emergency and disaster preparedness activities that are inter-jurisdictional and regional in scope.
- Creating and coordinating inter-departmental, multi-discipline, and multi-jurisdictional all-hazards and Homeland Security planning activities.

City of Oceanside Disaster Preparedness Coordinator

- Serving as a resource to and leading City staff in the Emergency Operations Center (EOC) during activations and exercises.
- Participating in the development and execution of Homeland Security exercises.
- Ensuring continued compatibility with applicable rules, regulations, and legislation to maintain operational efficiency.
- Developing and managing the Homeland Security initiatives supported by grant funds.
- Seeking additional grant funds, specifically related to Disaster Preparedness.
- Monitoring budgeted monies from grants and making recommendations as to allocations of those funds.
- Providing training opportunities for City personnel, specifically for EOC related positions and other Disaster Preparedness activities.

The estimated work performance period is scheduled to be between December 1, 2014 and November 30, 2015; the performance period is subject to change and/or cancelation prior to, or after, the proposed commencement date.

2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**
 - 4.1. CONSULTANT shall, upon commencing the proposed work, and throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

City of Oceanside Disaster Preparedness Coordinator

any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its

City of Oceanside Disaster Preparedness Coordinator

officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$85,000.00.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

Compensation shall be paid on a monthly basis (1/12 of the total contract price) or as agreed upon by the CONSULTANT and the CITY. Each monthly payment will be made payable on the first day of each month, commencing on December 15, 2014, or upon CALEMA's approval of the 2014 State Homeland Security Grant Program for the Oceanside Disaster Preparedness Coordinator Consultant Position, whichever is later; if the latter, subsequent payments will be made on the same date of each month, thereafter, and agreed upon by the CONSULTANT and the CITY.

An up-front compensation payment may be negotiated between the CONSULTANT and the CITY to pay for up-front costs, such as insurance premiums. If so, the difference of the total contract price will be equally divided between the remaining payments.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY within a phased timing requirement as agreed upon by the CONSULTANT and the CITY.
9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

City of Oceanside Disaster Preparedness Coordinator

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

- 11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
- 12. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination. The CITY shall have the right to extend this agreement, one month at a time, past the 12 months agreed upon, at a monthly compensation amount equal to 1/12 of the compensation amount agreed upon within this agreement or at a different rate as agreed upon between the CONSULTANT and the CITY.
- 13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

NAME OF CONSULTANT
By: Laura Marie Bushy
Name/Title

CITY OF OCEANSIDE
By: _____
City Manager

APPROVED AS TO FORM:

Employer ID No. (If Applicable)

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

California All-Purpose Acknowledgment

State of California
County of San Diego

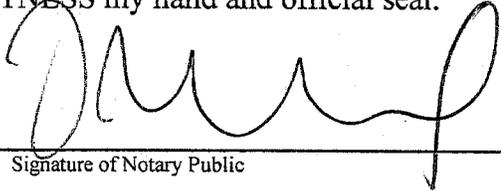
On 10 20, 2017, before me, Joao Bosco F. Veloso, Notary Public, personally appeared LAUREN MARIE BUSHEY.

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity (ies) and that by ~~his/her/their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.


Signature of Notary Public



OPTIONAL

Description of Attached Document

Title or Type of Document CITY OF OCEANSIDE DISASTER PREPAREDNESS COORDINATION
Document Date: 11/1 Number of Pages (including this one) 2
Additional Information _____

Capacity(ies) Claimed by Signer

- Individual
- Corporate Officer- Title(s) _____
- Partner: Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other

Signer is Representing: SELF

Right Thumbprint of
Signer 1



Right Thumbprint of
Signer 2

11/1