



# MEMORANDUM

**TO:** HONORABLE MAYOR &  
CITY COUNCIL

**FROM:** Arturo M. Sanchez  
Interim Asst. City Administrator

**SUBJECT:** DAC Update Re: DRAFT MOU

**DATE:** May 16, 2014

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City Administrator

Date

Approval

/s/ **Fred Blackwell**

**5/16/14**

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## INFORMATION

The purpose of this Information Memo is to provide the Mayor and the Members of the Oakland City Council with a copy of the attached DRAFT Domain Awareness Center (DAC), Operations and Maintenance (O and M) Agreement. This DRAFT was released on or about April 7, 2014, to an “anonymous” requestor as part of a Public Records Request #3354.

Since it has been released as part of a Public Records Request (PRR) staff would like to ensure that the Mayor and City Council are also privy to the information contained in the DRAFT agreement in the event that they are confronted or questioned concerning its content. This DRAFT does not represent the final MOU which Staff would need to bring back to Council for approval.

Please let us know if you have any questions or concerns. Thank you.

Respectfully submitted,

\_\_\_\_\_  
/s/

Arturo M. Sanchez

For questions, please contact Arturo M. Sanchez, at 238-7542.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE PORT AND CITY OF OAKLAND AND JURISDICTIONS REGARDING THE  
IMPLEMENTATION, GOVERNANCE, SUSTAINABILITY AND OPERATIONS OF  
SHARED DOMAIN AWARENESS CENTER ASSETS WITHIN OAKLAND**

**(DRAFT AS OF JANUARY 2014-- STILL UNDERGOING REVISIONS)**

This Memorandum of Understanding (“MOU”) dated\_\_\_\_\_, 2014, sets forth the agreements of participating parties, and jurisdictions relating to the implementation, governance, sustainability, operations of shared Domain Awareness Center (DAC) assets within the City of Oakland.

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

The participants, (collectively and individually, the “Parties”) are committed to cooperation and coordination in implementing, operating, and sustaining effective and robust DAC capabilities to provide effective prevention, response and recovery from human generated events and or natural disasters.

**1. DAC Mission Statement:**

- a. “To develop and distribute enhanced situational awareness data that supports prevention, response and mitigation efforts by Police, Fire, Transportation, Medical and other stakeholders.”

**2. Background:**

- a. In January of 2009, funding was provided through the Port Security Grant Round Seven Supplemental to meet the Federal Emergency Management Agency’s (FEMA) Wide Risk Mitigation and Trade Resumption/Resiliency Plan (RM/TRRP).
- b. On February 17, 2009, the President signed into law the American Recovery and Reinvestment Act of 2009 (ARRA). The Act provided approximately \$787 billion in stimulus funds to the Nation and laid out new requirements for Federal agencies in their grants process to allow for more transparency and accountability across all programs. ARRA set aside approximately \$150 million of the stimulus funds for the Port Security Grant Program (PSG Program). The PSG Program established four funding priorities, one of which was activities that enhance Maritime Domain Awareness.
- c. On June 26, 2009, the Port and City of Oakland signed a Memorandum of Agreement (MOA) to share information and resources to initiate the redress of the RM/TRRP and PSG Program mandates. The Domain Awareness and Response Coordination Work Group was established. The work group is comprised of representatives from both the City and the Port. Objective number six of the MOA is entitled “Explore the Development of a Joint Port-OPD-OFD-OES

Domain Awareness Coordination Center at the City's Existing Office of Emergency Services (1605 Martin Luther King Way)".

- d. The DAC Work Group focused on the following deliverables:
  - (1) Integration of efforts and interoperability between regional security partners
  - (2) Focus on domain awareness, institutional awareness and management and improved response capabilities
  - (3) Development of sustainable recommendations guided by:
    - i. Leveraging existing initiatives
    - ii. Strengthening linkages between existing command and control nodes
    - iii. Expansion of detection and deterrence capabilities
    - iv. Improving effective information management as a force multiplier
    - v. Enhancing immediate readiness capabilities
  - (4) Support national preparedness priorities
  - (5) Strengthen chemical, biological, radiological, nuclear and explosive detection and response capabilities
  - (6) Summary: Local law enforcement, fire and rescue, transportation, and port security leaders need to see, understand, and then share situational awareness data to increase public safety and security. Creating and sharing situational awareness information is a key element to the regional prevention, response, and mitigation efforts. Sharing of resources and employment of dedicated DAC personnel will increase the efficiency of safety and security agencies during both normal and emergency operations.
- e. On September 23, 2009, the FEMA Grants Program Directorate announced that the Port of Oakland would receive funding for two Port Security projects. The first of these two projects was the Joint City/Port Domain Awareness Center (DAC) which was provided \$2.9M in approved funding.
- f. As a result of the 2009 MOU agreement, the Port of Oakland obtained Port Security grant funds to design and build the joint City/Port DAC. These funds were sub-granted to the City of Oakland for construction and implementation of the DAC in accordance with Sub-Grantee Award Agreement between the Parties dated March 1, 2012.
- g. The DAC will be the hub of Port and City operations for maintaining and sharing situational awareness information. The DAC will maintain awareness of local, regional, national and international activities affecting the Port and City, including:
  - (1) Significant emergency events and incidents
  - (2) Special event planning and operations, including National Security Special Events (NSSE), large-scale protests, athletic events, conferences, etc.
  - (3) Warning of public safety and security threats
  - (4) Significant Local/Regional road advisories
  - (5) Severe weather advisories/warnings
  - (6) Medical outbreaks

## **Therefore, the Parties agree as follows:**

### **3. Objective/Purpose:**

The participants and parties agree to work collaboratively towards the goal of effective DAC functionality and operations to meet the DAC mission statement and the 2009 Memorandum of Understanding.

Participants agree that effective DAC operation requires ongoing and regular collaboration and cooperation with all stakeholders. The primary stakeholders are defined in the Concept of Operations (CONOPS) document that serves as a dynamic operational framework that evolves to support the DAC goals and objectives in a changing environment

Participants agree that nothing in this agreement is intended to lessen participating member's jurisdictions authority over and responsibility for events occurring within their jurisdictions or ownership/management of their respective life safety and security responsibilities.

Information sharing is a necessary "critical" component of the DAC functionality. All parties agree to share the systems, processes, and data that will be defined in the approved CONOPS document.

The City and Port will provide access to their respective databases, electronic surveillance and alarm systems, communication tools, and or other services to best support DAC operational goals and mission.

### **4. Staffing:**

- a. The staffing model will follow the CONOPS functional requirements.
- b. Staffing will evolve and be reviewed and approved by the Governance Council on an annual basis to conform to DAC functional and budget requirements.
- c. Grant opportunities will be pursued by all Parties to fund or subsidize the Operations and Support staffing requirements of the DAC in an initial two-year startup period.
- d. The first two years of operations is critical to the establishment of the new capability of the DAC to provide services and leverage the technological investment in the consolidated network of security and information management systems.

- e. The City of Oakland will coordinate a contract for Professional Services to fulfill the operational staffing of the DAC as part of a two-year bridging strategy funded by the Port Security Grant Program or other available grant funds, as available and leveraged for new Domain Awareness and Information Sharing capabilities.
- f. After one year of DAC operation, the Parties will assess the effectiveness of contracted operations support and consider the establishment of new City positions to support DAC operations.
- g. Following the two-year operations bridging strategy, the Parties will assess the effectiveness of the DAC program, adjust the staffing model as required, and support sustained DAC operations with local City and Port funding.
- h. If unsuccessful in obtaining grant funding to support staff operations' needs, the Parties will assess funding availability from both the City and the Port to maintain the most robust capability possible considering required DAC operating capability and budget climate. The Port will contribute 30% of the total operational staff costs incurred by the City for the DAC with a spending cap not to exceed \$500,000 per year.
- i. The City will support DAC staffing in accordance with DAC CONOPS via professional services, creating and hiring new positions, assigning currently filled positions or a combination thereof to meet the operational capabilities of the DAC as supported by the approved City budget.

#### **5. System Maintenance and Support:**

- a. The maintenance of the physical facility will be supported by the Emergency Management Services Division (EMSD), a division of the Oakland Fire Department, in accordance with existing City of Oakland policy and procedures.
- b. Data/Network infrastructure, including the Physical Security Information Management (PSIM) system will be supported by the Oakland Department of Information Technology (DIT), which will be responsible for the integrity of data/network services to the DAC location. Integration of other network providers, data sources and infrastructures to the PSIM and overall communication scheme will be managed and supported by DIT.
- c. Service contracts and license renewals specific to DAC systems shall be the responsibility of the Governance Council to negotiate funding and process authorization of said contracts based on the approved annual operating budget for the DAC.
- d. Maintenance of software systems and data feeds integrated to the PSIM will be the responsibility of the source agency or department.

#### **6. Governance Council :**

- a. The Governance Council shall provide effective direction and governance of the DAC assets and provide policy/program direction to the operations, sustainment, and management of these shared assets.
  
- b. Membership of the Governance Council :
  - (1) Contingent upon participation, the Parties shall appoint one executive member to the Governance Council from each of the following organizations:
    - i. Port of Oakland
    - ii. Oakland Emergency Management Services Division (EMSD)
    - iii. Oakland Police Department (OPD)
    - iv. Oakland Fire Department (OFD)
    - v. Oakland Information Technology Department (DIT)
    - vi. Other members may be added with a majority vote of the Governance Council
  
- c. Each Council member shall be of command level and authorized to make decisions for their respective organization. The Council structure will include a chair, vice chair, and any permanent working group chairs so established in the future by the Council(such as for emerging technologies to be maintained at the DAC). The Council’s responsibilities include the following:
  - (1) Set priorities, direct research, and prepare recommendations for DAC Policy approval.
  - (2) Report Council actions to other organizations, including the DAC Policy Level, as necessary.
  - (3) Communicate a common vision regarding information sharing within the public safety and first responder communities.
  - (4) Bring together stakeholder representatives and related entities to address and overcome barriers to domain awareness and situational awareness information sharing.
  - (5) Implement policies, procedures, and standards that facilitate seamless information sharing across agencies, disciplines, and levels of government.
  - (6) Provide information that supports sound business decisions for planning, design, and procurement of cost effective, interoperable information systems.
  - (7) Promote constitutional values and individual rights by ensuring the accuracy and security of information and the implementation of appropriate privacy safeguards.
  - (8) Solicit additional technical, professional, and administrative assistance to effectively and adequately address Council concerns and support Council activities.
  - (9) The Governance Council shall establish an annual budget for the DAC? For approval by the City and Port of Oakland.

- d. Signature Authority:
  - (1) The City Administrator, City of Oakland, shall have signature authority for contracts and services that support the budgeted DAC function, operation, and maintenance, based on recommendations from the Governance Council.
- e. Committees:
  - (1) The Governance Council may establish Committees to carry out support work and activities supporting the effective operations and interoperability of the DAC. The committee will establish usage policy and procedures. This work may include grant proposals, augmented data sharing from other area stakeholders, and the drafting of operations protocol, policies and procedures. The Governance Council shall appoint a Chair to the committee. Each committee will establish usage policy and procedures consistent with this MOU.
- f. Rules:
  - (1) The Governance Council may adopt policies, procedures, bylaws, rules and regulations for the conduct of the Authority's affairs as that Authority deems necessary and appropriate.
- g. Program changes that significantly depart from the mission statement, RM/TRRP and PSG Program mandates, or scope of services as defined in this MOU, shall be presented to the City Council for approval.

**7. Term of Agreement:**

- a. This agreement shall remain in effect until December 31, 2018, unless sooner terminated as provided in Section 8.

**8. Termination and Withdrawal of Existing Parties:**

- a. Governance Council may terminate this MOU at any time, for convenience and without cause, by unanimous vote. Any such action of the Governance Council shall specify the date on which the termination shall become effective.

**9. Inter-Agency / Private/Public Entity Information Sharing:**

- a. The effectiveness of the DAC requires sharing of information between multiple agencies and entities, both private and public. The CONOPS provides scenarios and operational requirements for other agency involvement based on the event/incident. The Port and City of Oakland will engage with these "other" entities to effectively execute the CONOPS deliverables, which may include operational strategy, documentation, and training and real time communication data and information sharing.

**10. Admission of New Members:**

- a. New members to the Governance Council may be added and new participants to the DAC stakeholders may be added without the requirement to amend this MOU.

## **11. Compliance with Federal Regulations:**

- a. All parties agree to participate and comply with all requirements set forth by the Emergency Response Interoperability Center (ERIC), California Standardized Emergency Management System (SEMS), and the National Incident Management System (NIMS), including the Incident Command System (ICS) and Emergency Support Function (ESF) structures, as well as supporting larger DAC initiatives in the future.

## **12. Fiscal Agent:**

- a. For purposes of this agreement, City of Oakland shall serve as the Fiscal Agent.

## **13. Indemnification:**

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

## **14. Jurisdiction and Venue:**

- a. The laws of the State of California shall govern the interpretation and performance of this MOU. Venue for any litigation relating to the formation, interpretation or performance of this MOU shall be in Alameda County.

**15. Interpretation:**

- a. This MOU shall be deemed to have been prepared equally by all Parties and its individual provisions shall not be construed or interpreted more favorable for one Party on the basis that the other Parties prepared it.

**16. Effective Date:**

- a. Upon approval by the governing bodies of each of the Parties, this MOU shall become effective to January 1, 2014.

**17. Notice:**

- a. Notice shall be considered given and received if sent by U.S. Mail or electronic mail to the address listed for each party of this MOU as provided on Attachment A. Any Party may change its contact individual and/or address for notice by giving written notice of the change to the other Parties and Chair of the Governance Council.

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

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

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

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

FOR THE WITNESS:

Port of Oakland

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BY: Authorizing Official  
Thomas Lytle  
Executive Director  
Port of Oakland

Date

City of Oakland

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BY: Authorizing Official  
Deanna Santana  
City Administrator  
City of Oakland

**Read and Approved:**

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BY: Renee Domingo

Director

Emergency Management Services Division

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BY: Theresa Reed

Fire Chief

Oakland Fire Department

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BY: Sean Whent

Chief of Police

Oakland Police Department

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BY: Ahsan Baig

Interim Director

Oakland Department of Information Technology

BY:

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Print name: \_\_\_\_\_

Approved as to Form and Legality  
Office of the City Attorney