

MEETING DATE: April 18, 2005

DEPARTMENT ID NUMBER: FD05 005

Council/Agency Meeting Held: _____	City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date:                      April 18, 2005	Department ID Number:              FD05 005

**CITY OF HUNTINGTON BEACH  
REQUEST FOR ACTION**

**SUBMITTED TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**SUBMITTED BY:** *Penelope Culbreth Graft*  
PENELOPE CULBRETH-GRAFT, City Administrator

**PREPARED BY:** KENNETH W. SMALL, Chief of Police *KWS*  
DUANE OLSON, Fire Chief *DO*

**SUBJECT:**                      **ACCEPT CITY OF SANTA ANA URBAN AREA SECURITY INITIATIVE (UASI) AGREEMENT AND FUNDING FOR PURCHASE OF COMMAND VEHICLE FOR THE CITY OF HUNTINGTON BEACH**

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

**Statement of Issue:** The City Council is being asked to approve the attached agreement to transfer or purchase equipment or services for FY 04 Urban Area Security Initiative (UASI) and authorize the creation of a revenue/expenditure account for the purchase of a City command vehicle. Funding comes from a pass-through grant from the Department of Homeland Security through the State of California and the City of Santa Ana.

**Funding Source:** If approved, funds, estimated up to \$550,000, will be appropriated from the unreserved, undesignated General Fund Balance, but will be fully reimbursed by the City of Santa Ana UASI Grant. No other matching or in-kind City funds are required for this grant.

**Recommended Actions:**

1. Accept the agreement between the City of Santa Ana and the City of Huntington Beach relative to the UASI grant for funding cycle year 2004/2005 and authorize the Mayor and City Clerk to execute,
2. Authorize the Chief of Police and Fire Chief to expend funds to cover the purchase of a City command vehicle at a cost not to exceed \$550,000, and
3. Approve the appropriation of \$550,000, from the unreserved, undesignated General Fund Balance, to be reimbursed by the grant from the City of Santa Ana.

**Alternative Action(s):** Do not approve the grant; reject the grant funding from the City of Santa Ana and direct staff accordingly.

E-8 |

## REQUEST FOR ACTION

MEETING DATE: April 18, 2005

DEPARTMENT ID NUMBER: FD05 005

---

**Analysis:** The Federal Department of Homeland Security (DHS) has provided funding to California's Office of Homeland Security (OHS) through the fiscal year 2004 Urban Area Security Initiative (UASI). The intent of this grant is to provide funding to address:

- Planning, equipment, training, and exercise needs to large urban areas
- Assist urban areas in building an enhanced and sustainable capacity to prevent, respond to, and recover from, threats or acts of terrorism
- Assist identified mass transit authorities in the protection of critical infrastructure and emergency preparedness activities

Ten urban areas were identified as UASI Grant recipients in the State of California, with Santa Ana and Anaheim being selected for Orange County. UASI cities are required by the grant to provide funding and support for their regional areas, in this case, the cities and the County of Orange. No funding will be required from the city of Huntington Beach. All cities within the County of Orange operate under one of these two UASI Grants. The city of Santa Ana is the UASI provider for Huntington Beach.

The municipalities and County of Orange have cooperatively developed a Weapons of Mass Destruction strategy to effectively provide a response to terrorist acts. As a result of this strategy, Huntington Beach was given approval to purchase a citywide command vehicle. A total of five locations in the County have been established as central command and control centers. They include: Anaheim, County of Orange, Huntington Beach, Irvine, and Santa Ana. Each location will have a fully equipped command vehicle capable of quick and effective response within the city and County of Orange.

The command vehicle, a 39' Freightliner, step-in van, will provide communications, command support, and all functions necessary to operate and manage a major emergency incident, and will be used to support all major field operations within the City and throughout the County, including police, fire, marine safety, and public works.

Acceptance of this grant funding will allow the city of Huntington Beach to be better equipped to respond to weapons of mass destruction, terrorism, or natural disaster incidents.

Approval of this request will create a revenue and expenditure account from which to purchase the command vehicle. All expenses will be fully reimbursed. No additional appropriations will be necessary.

COUNCIL POLICY REGARDING REQUESTS FOR AN APPROPRIATION OF GENERAL FUNDS: - As adopted by the City Council in March 1998, all requests for appropriation of general funds must meet one of the following criteria: 1) The request is for an unanticipated emergency, 2) The request is required to implement labor negotiations, or 3) The request will be offset by related new revenues. This appropriation meets the requirements set forth in #3.

E-8.2

# REQUEST FOR ACTION

MEETING DATE: April 18, 2005

DEPARTMENT ID NUMBER: FD05 005

Environmental Status: None

**Attachment(s):**

City Clerk's Page Number	No.	Description
4	1.	Agreement to transfer or purchase equipment or services for FY 04 Urban Area Security Initiative (UASI)
9	2.	Fiscal Impact Statement

RCA Author: Olson/Reynolds/Justen

E - 8.3

**INTENTIONALLY  
LEFT  
BLANK**

E-8.4

**ATTACHMENT #1**

1  
2 **AGREEMENT TO TRANSFER OR PURCHASE EQUIPMENT OR SERVICES**  
3 **FOR FY04 URBAN AREAS SECURITY INITIATIVE (USAI)**  
4

5 **THIS AGREEMENT** is entered into this **18th** day of **April** 2005, which  
6 date is enumerated for purposes of reference only, by and between the CITY OF SANTA ANA, a  
7 municipality of the State of California, hereinafter referred to as "CITY", and the CITY OF  
8 HUNTINGTON BEACH, hereinafter referred to as "SUBGRANTEE."

9 **WHEREAS**, CITY, acting through the Santa Ana Police Department in its capacity as the Core  
10 City for the Santa Ana Urban Area under the FY04 Urban Areas Security Initiative , has applied for,  
11 received and accepted a grant entitled "FY04 Urban Areas Security Initiative" from the federal  
12 Department of Homeland Security, Office of Domestic Preparedness, through the State of California,  
13 Office of Homeland Security, to enhance countywide emergency preparedness, hereinafter referred to as  
14 "the grant," as set forth in the grant guidelines that are attached hereto as Attachment A and incorporated  
15 herein by reference.

16 **WHEREAS**, the terms of the grant require that CITY use certain grant funds to purchase  
17 equipment, technology or services that will be transferred to SUBGRANTEE to be used for grant  
18 purposes.

19 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

20 1. Depending upon the agreement, City may transfer to SUBGRANTEE, or  
21 SUBGRANTEE shall purchase, the equipment or services as specified in Attachment B hereto, in  
22 accordance with grant guidelines and in full compliance with all of the subgrantee's purchasing and  
23 bidding procedures.

24 2. Throughout its useful life, SUBGRANTEE shall use any equipment acquired with grant  
25 funds only for grant purposes, and shall make it available for mutual aid response.

26 3. SUBGRANTEE shall exercise due care to preserve and safeguard equipment acquired  
27 with grant funds from damage or destruction and shall provide regular maintenance and such repairs for  
28 said equipment as are necessary, in order to keep said equipment continually in good working order.

E-8.5

1 Such maintenance and servicing shall be the sole responsibility of subgrantee, who shall assume full  
2 responsibility for maintenance and repair of the equipment throughout the life of said equipment.

3 4. If equipment acquired with grant funds becomes obsolete, SUBGRANTEE shall dispose  
4 of it only in accordance with the instructions of CITY or the agency from which CITY received the  
5 grant funds.

6 5. Upon receipt of an invoice for a purchase of any equipment or services as specified in  
7 Attachment B, SUBGRANTEE shall submit the invoice to the CITY as soon as practical, but in no  
8 event later than 30 days after receiving it.

9 6. SUBGRANTEE understands that the CITY shall have 60 days to reimburse  
10 SUBGRANTEE upon receipt of the invoice, or longer if the Office of Homeland Security takes longer  
11 to issue payment to the CITY.

12 7. By executing this Agreement, SUBGRANTEE agrees to comply with and be fully bound  
13 by all applicable provisions of the Attachments hereto and shall be fully responsible for payment of  
14 items purchased that do not adhere to grant guidelines.

15 8. SUBGRANTEE agrees to indemnify, defend and save harmless CITY and the agency  
16 from which CITY received grant funds, and their officers, agents and employees from any and all claims  
17 and losses accruing or resulting to any and all contractors, subcontractors, laborers, and any other  
18 person, firm or corporation furnishing or supplying work services, materials or supplies in connection  
19 with SUBGRANTEE's performance of this Agreement, including the Attachments hereto, and from any  
20 and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or  
21 damaged by SUBGRANTEE in the performance of this Agreement, including the Attachments hereto.

22 9. No alteration or variation of the terms of this Agreement shall be valid unless made in  
23 writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or  
24 agreement not incorporated herein shall be binding on any of the parties hereto.

25 10. SUBGRANTEE may not assign this Agreement in whole or in part without the express  
26 written consent of CITY.

27 11. For a period of three years after final delivery hereunder or until all claims related to this  
28 Agreement are finally settled, whichever is later, SUBGRANTEE shall preserve and maintain all

E-8.6

1 documents, papers and records relevant to the equipment acquired in accordance with this Agreement,  
2 including the Attachments hereto. For the same time period, SUBGRANTEE shall make said  
3 documents, papers and records available to CITY and the agency from which CITY received  
4 grant funds or their duly authorized representative(s), for examination, copying, or mechanical  
5 reproduction on or off the premises of SUBGRANTEE, upon request during usual working hours.

6 12. SUBGRANTEE shall provide to CITY all records and information requested by CITY  
7 for inclusion in quarterly reports and such other reports or records as CITY may be required to provide  
8 to the agency from which CITY received grant funds or other persons or agencies.

9 13. CITY may terminate this Agreement and be relieved of the delivery of any consideration  
10 to SUBGRANTEE if a) SUBGRANTEE fails to perform any of the covenants contained in this  
11 Agreement, including the Attachments hereto, at the time and in the matter herein provided, or b) CITY  
12 loses funding under the grant.

13 14. SUBGRANTEE and its agents and employees shall act in an independent capacity in the  
14 performance of this Agreement, including the Attachments hereto, and shall not be considered officers,  
15 agents or employees of CITY or of the agency from which CITY received grant funds.

16 15. SUBGRANTEE and its officers, agents, employees shall abide by all applicable federal,  
17 State and local laws, including all applicable statutes, regulations, executive orders and ordinances.

18 ///  
19 ///  
20 ///  
21 ///  
22 ///  
23 ///  
24 ///  
25 ///  
26 ///  
27 ///  
28 ///

E - 8.7



**INTENTIONALLY  
LEFT  
BLANK**

E-8.9

# ATTACHMENT #2



CITY OF HUNTINGTON BEACH

INTERDEPARTMENTAL COMMUNICATION

---

To: Penelope Culbreth-Graft, City Administrator

From: Dan Villella, Finance Officer

Subject: FIS 2005 – 12 Accept City of Santa Ana Urban Area Security Initiative (UASI) Agreement and Funding for Purchase of City of Huntington Beach Command Vehicle.

Date: April 18, 2005

As required by Resolution 4832, this Fiscal Impact Statement has been prepared for "Accept City of Santa Ana Urban Area Security Initiative (UASI) Agreement and Funding for Purchase of City of Huntington Beach Command Vehicle."

If the City Council approves this action (total appropriation \$550,000), the estimated unreserved General Fund balance at September 30, 2005 will be reduced to \$20,521,000.

A handwritten signature in cursive script, reading "Dan T. Villella", written over a horizontal line.

Dan Villella,  
Finance Officer

E - 8.10

# FISCAL IMPACT STATEMENT QUESTIONNAIRE

1. **Title of RCA: Accept City of Santa Ana Urban Area Security Initiative (UASI) Agreement an**

2. **Why is this budget amendment needed:**

Because funding was not anticipated

**A. Why was it not anticipated?**

It is a grant that will be fully reimbursed. It did not exist when the budget was prepared.

**B. Why can't anticipated current year budget savings be used to fund this item?**

It is too much - \$550,000.

**C. Why can't the Department re-prioritize current year expenses so that this item can be funded instead of approved budget items?**

Same answer as "C" above

3. **What will be the cost?**

\$550,000

**A. Direct Cost:**

Current Fiscal Year:	\$550000
Future Years:	0

**B. Indirect Cost:** \$0

4. **Funding Source:**

**A. Fund:** UASI Grant

**B. Specific Revenue Source:** UASI Grant

**C. Alternative Funding Sources:** None

5. **History:**

In order to accept the Urban Area Security Initiative (UASI) grant the City has to provide the funding up front. It will be fully reimbursed. It will be used for the purchase of a command vehicle.

E - 8.11

**INTENTIONALLY  
LEFT  
BLANK**