



BOARD OF PORT COMMISSIONERS
PORT OF REDWOOD CITY
AGENDA

REGULAR MEETING
WEDNESDAY, 8:00 AM
SEPTEMBER 13, 2023

CHAIR: RALPH A. GARCIA
VICE CHAIR: LORIANNA KASTROP
SECRETARY: STAN MAUPIN
COMMISSIONER: RICHARD S. CLAIRE
COMMISSIONER: NANCY C. RADCLIFFE

*****HYBRID MEETING — IN-PERSON AND BY VIDEOCONFERENCE*****

The BOARD OF PORT COMMISSIONERS (BOARD) hereby provides notice that it will hold a regular meeting of the BOARD. This meeting of the Board will be held in the Port Administrative Offices (located at 675 Seaport Boulevard, Redwood City, California 94063), an alternative location of 244 Alameda de las Pulgas Boulevard, Redwood City, California 94062, and by teleconference pursuant to Government Code Section 54953(e). Members of the public will be able to participate in the meeting remotely via the Zoom platform or in person at the Port Administrative Offices and at the location referred to above. Some of the COMMISSIONERS may attend the meeting and participate remotely to the same extent as if they were present. The public is welcome to attend in person or alternatively via Zoom. PURSUANT TO THE RALPH M. BROWN ACT, ALL VOTES SHALL BE BY ROLL CALL.

Members of the public may also access and observe the meeting by joining by video teleconference via Zoom at: <https://zoom.us/join> Meeting ID: 985 1201 8699 Password: 85917060

Or use this link: <https://us06web.zoom.us/j/98512018699?pwd=dTc3a09SMWN5bDFQMFZMSDM4WVNSZz09>

To join by audio teleconference: Phone: (669) 900-6833 or (346) 248-7799 Meeting ID: 985 1201 8699

The Port of Redwood City is not responsible for a member of the public's technical ability to participate in the meeting.

HOW TO PROVIDE PUBLIC COMMENTS BEFORE THE BOARD MEETING:

Members of the public may also submit public comments on items of public interest that are within the subject matter jurisdiction of the Board via email to publiccomments@redwoodcityport.com. All public comments received by 7:45 AM on the date of the Board meeting will be read into the record with a time limit of three minutes per commenter unless otherwise indicated.

HOW TO PROVIDE PUBLIC COMMENTS DURING THE BOARD MEETING:

By video conference, use the "Raise Hand" feature to request to speak.

By teleconference, press *9 to "Raise Hand" (request to speak) and *6 to unmute.

Members of the public in attendance at the meeting who wish to speak on a matter within the jurisdiction of the Board of Port Commissioners should complete a speaker's slip to be recognized by the Chair at the appropriate time. Public comment from video teleconference will be heard first.

AGENDA ITEM

- I. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE
- II. PUBLIC COMMENT — The Chair of the Board will recognize members of the public to make public comments on items of public interest that are within the subject matter jurisdiction of the Board. Comments on non-agendized items will be taken during the Public Comment period. Comments pertaining to agendized items will be taken at the time the agenda item is considered. Public comments received via email as provided above will be read into the record with a time limit of three minutes per commenter. No action will be taken on any public comment on a matter not appearing on the Agenda as a separate item unless otherwise authorized by law.
- III. APPROVAL OF MINUTES — AUGUST 9, 2023
ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE
- IV. APPROVAL OF CLAIMS — AUGUST 18, 2023 and AUGUST 21, 2023
ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE

V. ORDINANCES — NONE

VI. RESOLUTIONS

- A. RESOLUTION OF BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING BID FOR THE PURCHASE AND DELIVERY OF A TACTICAL VEHICLE AND A FIRST RESPONDER JET DOCK FOR USE AT THE PORT OF REDWOOD CITY; AUTHORIZING EXECUTION OF AGREEMENTS FOR SAID PURCHASE**
- B. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING GRANT FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY UNDER THE PORT'S FISCAL YEAR 2023 PORT SECURITY GRANT PROGRAM (PSGP) AND AUTHORIZING EXECUTION OF DOCUMENTS**

CEQA: THE ACTION BEFORE THE BOARD FOR CONSIDERATION TODAY IS NOT SUBJECT TO THE CEQA REVIEW PROCESS PURSUANT TO RESOURCE CODE, SECTION 21065 AND GUIDELINES, SECTION 15378.

ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE

VII. MOTIONS — NONE

VIII. REPORTS/PRESENTATIONS

RECEIVE THE CERTIFIED SEMI-ANNUAL INVESTMENT REPORT

ACTION: PUBLIC COMMENT

IX. EXECUTIVE DIRECTOR'S REPORT

X. MATTERS OF BOARD INTEREST

XI. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL — ANTICIPATED LITIGATION —

Significant exposure to litigation Government Code, Section 54956.9 (d) (2) (ONE CASE)

XII. ADJOURNMENT — TO REGULAR MEETING OF SEPTEMBER 27, 2023

ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE

DOCUMENTS: Public records that relate to an agenda item for an open session of a regular meeting of the Board of the Port Commissioners, which are released less than 72 hours prior to the meeting, are available to the public at the Port offices at 675 Seaport Boulevard, Redwood City, CA, 94063.

ALTERNATIVE AGENDA FORMATS: The Board of the Port Commissioners will provide public records in appropriate alternative formats upon request by any person with a disability consistent with the federal Americans with Disabilities Act of 1990 and disability related accommodation to enable participating in the public meeting consistent with federal Americans with Disabilities Act of 1990. Please send a written request to the Clerk of the Board at the Port of Redwood City, 675 Seaport Boulevard, Redwood City, CA, 94063, or via email at info@redwoodcityport.com and include address, phone number and brief description of the requested materials and preferred alternative format or auxiliary ad or service at least seven calendar days before the meeting.



BOARD OF PORT COMMISSIONERS PORT OF REDWOOD CITY MINUTES

REGULAR MEETING
WEDNESDAY, 8:00 AM
AUGUST 9, 2023

CHAIR: RALPH A. GARCIA
VICE CHAIR: LORIANNA KASTROP
SECRETARY: STAN MAUPIN
COMMISSIONER: RICHARD S. CLAIRE
COMMISSIONER: NANCY C. RADCLIFFE

AGENDA ITEM

I. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

The Board of Port Commissioners held its regular meeting in person at the Port Administrative Offices and via video/teleconference, pursuant to Government Code Section 54953(e). Members of the public participated in the meeting as well as remotely via the Zoom platform or in person at the Port Administrative Offices. Pursuant to the Ralph M. Brown Act, as amended by AB 361, all votes were by roll call and the meeting was available to the public to attend and provide public comments via audio/video teleconference.

Chair Garcia, presiding

Commissioners Present: Nancy C. Radcliffe, Lorianna Kastrop, Stan Maupin and Ralph Garcia

Commissioners Absent: Richard Claire

Port Executives Present: Executive Director, Kristine A. Zortman; Director of Finance and Administration, Rajesh Sewak and Port Attorney, Francois X. Sorba

Chair Garcia called the meeting to order at 8:00 AM. Clerk of the Board Linda Alvarado conducted roll call and confirmed a meeting quorum with Commissioners Radcliffe, Kastrop, Maupin and Garcia in attendance and Commissioner Claire with an excused absence. Commissioner Kastrop led the Pledge of Allegiance.

II. PUBLIC COMMENT —

Executive Director Zortman confirmed that there were no members of the public who wished to make public comment on non-agendized items.

III. APPROVAL OF MINUTES — JUNE 28, 2023 and JULY 12, 2023

After inviting public comment, Chair Garcia confirmed with Executive Director Zortman that there were no members of the public who wished to make public comment on this agenda item. Commissioner Kastrop asked that corrections be made to July 12, 2023 minutes, specifically requesting that her mention be added. A motion to approve the minutes dated June 28, 2023 and amended minutes dated July 12, 2023 was made by Commissioner Radcliffe and was seconded by Commissioner Maupin. The motion passed 4-0 by voice roll call vote with Commissioner Claire having an excused absence.

IV. APPROVAL OF CLAIMS — JULY 21, 2023

ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE

After inviting public comment, Chair Garcia confirmed with Executive Director Zortman that there were no members of the public who wished to make public comment on this agenda item. A motion to approve claims dated July 21, 2023 was made by Commissioner Radcliffe and was seconded by Commissioner Kastrop. The motion passed 4-0 by voice roll call vote with Commissioner Claire having an excused absence.

V. ORDINANCES — NONE

VI. RESOLUTIONS

A. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING THE BELOW SUBLEASE AGREEMENTS:

- 1. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING FIRST AMENDMENT TO SUBLEASE AGREEMENT (PORTSIDE INVESTORS - PHASE I LEASE AGREEMENT) (AGING LIFE CARE CALIFORNIA, DBA: BAY AREA GCM)**
- 2. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING FIFTH AMENDMENT TO SUBLEASE AGREEMENT - (PORTSIDE INVESTORS - PHASE I LEASE AGREEMENT) - (BAUMANN & HURLIMANN)**
- 3. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING FIRST AMENDMENT TO SUBLEASE AGREEMENT - (PORTSIDE INVESTORS - PHASE I LEASE AGREEMENT) - (DAVID A. MAKMAN, AN INDIVIDUAL)**
- 4. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING FIRST AMENDMENT TO SUBLEASE AGREEMENT - (PORTSIDE INVESTORS - PHASE I LEASE AGREEMENT) - (JEFF SCHABOWSKI, CPA, AS AN INDIVIDUAL)**

After inviting public comment, Chair Garcia confirmed with Executive Director Zortman that there were no members of the public who wished to make public comment on this agenda item. A motion to adopt the resolution was made by Commissioner Maupin and was seconded by Commissioner Radcliffe. The motion passed 4-0 by voice roll call vote with Commissioner Claire having an excused absence.

VII. MOTIONS — NONE

VIII. REPORTS/PRESENTATIONS

A. RECEIVE THE FISCAL YEAR 2023 CARGO TONNAGE & UNAUDITED FINANCIAL REPORT ENDING JUNE 30, 2023

Executive Director Zortman introduced Rajesh Sewak, Director of Finance and Administration. Mr. Sewak presented the Board with the Port's Fiscal Year 2023 (FY23) financial overview. Mr. Sewak stated the Port closed its fiscal year favorably with a record breaking \$10.0 million in Gross Revenue resulting in a Net Income of \$3.5 million, after subvention. The FY23 cargo tonnage was 1.82M metric tons (mt), a 35,000 mt increase from the previous year. After inviting public comment, Chair Garcia confirmed with Executive Director Zortman that there were no members of the public who wished to make public comments on this agenda item. This was an informational item; no action was taken.

IX. EXECUTIVE DIRECTOR'S REPORT

On July 19, 2023 the Governor's Office of Business and Economic Development (GO-Biz) met with Port staff and toured the Port. On August 7, 2023 the U.S. Army Corps of Engineers (USACE) opened bids for channel dredging at the Port. On August 14, 2023 Chair Garcia, Commissioner Maupin, and Port staff will meet with USACE Lieutenant Colonel Timothy W. Shebesta, and Congressman Mullin's office to discuss annual dredging and impacts to the Port. On August 21, 2023 Chair Garcia is to update City Council with the Port's Annual Update. Port staff and Commissioner Maupin continue to work with City staff on the 101/84 project. Executive Director Zortman stated staff is finalizing details for PortFest which will be on October 7, 2023.

X. MATTERS OF BOARD INTEREST

Commissioner Maupin met with Seaport Industrial Association and Port staff on the next steps of the 101/84 project. Commissioner Radcliffe stated Mid Peninsula Relay for Life inquired that the Port host this year's event scheduled for September 24, 2023. On July 13, 2023 Commissioner Kastrop attended Water Emergency Transportation Authority's (WETA) Board Meeting where she stated WETA approved their 5-year Operating Budget (not Capital Budget), which did not include the Redwood City ferry expansion but she was assured by WETA that the Redwood City "pilot project" for

service was still advancing. On July 18, 2023 Commissioner Kastrop attended Bay Planning Coalition’s Dredging and Beneficial Reuse Committee meeting where she may serve on a beneficial reuse subcommittee. Commissioner Kastrop stated she appreciates the opportunity to represent the Port.

XI. CLOSED SESSION — NONE

XII. ADJOURNMENT — TO REGULAR MEETING OF AUGUST 23, 2023

After inviting public comment, Chair Garcia confirmed with Executive Director Zortman that there were no members of the public who wished to make public comment on this agenda item. A motion to adjourn the meeting was made by Commissioner Maupin and seconded by Commissioner Radcliffe. The motion passed 4-0 by voice roll call vote with Commissioner Claire having an excused absence. The meeting was adjourned by Chair Garcia at 8:42 AM to its next regularly scheduled meeting on August 23, 2023.



**BOARD OF PORT COMMISSIONERS
PORT OF REDWOOD CITY**

STAFF REPORT

DATE: September 13, 2023

ITEM NO: VI.A

SUBMITTED BY: Christie Coats, Director of Operations

TITLE: RESOLUTION OF BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING BID FOR THE PURCHASE AND DELIVERY OF A TACTICAL VEHICLE AND A FIRST RESPONDER JET DOCK FOR USE AT THE PORT OF REDWOOD CITY; AUTHORIZING EXECUTION OF AGREEMENTS FOR SAID PURCHASE

RECOMMENDATION

Staff recommends the Board of Port Commissioners (Board) authorize purchase of equipment as funded by the Department of Homeland Security (DHS). Pursuant to 49 Code of Federal Regulation (CFR) Part 1520.5 provides in part that information obtained or developed in the conduct of security activity, disclosure of which would be detrimental to the security of transportation, is deemed to be Security Sensitive Information.

BACKGROUND

In 2019 and 2020 the Port of Redwood City (Port) received grants from the DHS through the Port Security Grant Program (PSGP) to support the acquisition of equipment to better serve the Port in its security measures.

The equipment for consideration today by the Board has been researched and vetted to comply with the requirements under the DHS grant.

ANALYSIS

The equipment being recommended meets all DHS grant criteria.

Cost Recovery	Not applicable as this is a Port project
Port 2020 Vision	Comports with the Port's 2020 Vision
Budget	Included in the Board approved budget

ALTERNATIVES

Reject the purchase of this equipment and direct staff to reassess other models. However, the DHS grants do have sunset dates so time is of the essence to procure this equipment. Additionally, this equipment is consistent with other local agency equipment.

ENVIRONMENTAL REVIEW

The action before the Board for consideration today is not subject to CEQA review pursuant to California Public Resources Code Statute, Section 21065 and Guidelines, Section 15378 as it does not constitute a "Project," as said term is defined in Guidelines, Section 15378.

Staff

Executive Director

ATTACHMENTS

- A. Agreement for the purchase of Tactical Equipment (Lenco)
- B. Agreement for the purchase of First Responder Jet Dock (Jet Dock Systems, Inc.)
- C. Resolution

ATTACHMENT A

AGREEMENT FOR THE PURCHASE OF TACTICAL EQUIPMENT

(LENCO)

THE CITY OF REDWOOD CITY, by and through its BOARD OF PORT COMMISSIONERS, hereinafter referred to as "Port," and Lenco of Massachusetts, hereinafter referred to as "Vendor" (collectively referred to as "Parties" and sometimes separately referred to as "Party"), for the consideration hereinafter stated, hereby agree as follows:

1. Performance: Vendor shall perform in accordance with the terms and conditions of this Agreement, and the other Contract Documents incorporated by this reference, and everything required to be performed, and deliver to the Port (as defined in the Contract Documents) a Vehicle (Products # 1639; the "Vehicle"), as more fully described on Vendor's Bid dated August 23, 2023, Quotation 101029, sold pursuant to this Agreement, as more specifically set forth in the other Contract Documents. The term "Agreement" shall, unless otherwise specified, include all Contract Documents.

2. Contract Amount: Port shall pay Vendor, as full consideration for the faithful performance by Vendor of the aforementioned purchase and delivery, the sum of Two Hundred Ninety-One Thousand Eight Hundred Forty-Five and No/100 Dollars Dollars (291,845) computed in accordance with Vendor's Bid dated August 23, 2023, consisting of One (1) page.

3. Time of Delivery: In no event shall the date of the delivery of the Vehicle be later than September 13, 2024.

4. Place of Delivery: The Port will designate the specific location within the Port Area to Vendor and make the space where the Vehicle is to be delivered available to Vendor.

5. Indemnification: Vendor hereby agrees to indemnify and save harmless the City of Redwood City, its Council, the Port, its Board, and their respective officers, boards, commissions, agents and employees of and from any and all claims, suits or actions of every name, kind and description which may be brought against the City of Redwood City, its Council, the Port, its Board, and their respective officers, boards, commissions, agents, or employees by reason of any injury to or death of any person or damage suffered or sustained by any person or corporation, caused by, or alleged to have been caused by, any act or omission to act, negligent or otherwise, of Vendor, its officers, agents or employees ("Vendor Personnel") while physically present at the Port and such injury, death or damage is caused by the act or omission to act of such Vendor Personnel while at the Port.

ATTACHMENT A

The duty of Vendor to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Vendor to indemnify the City of Redwood City, its Council, Port, its Board, and their respective officers, boards, commissions, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

6. Insurance: Vendor, at its sole cost and expense, shall acquire and maintain in full force and effect throughout the term of this Agreement Workers' Compensation, commercial general liability, and owned, non-owned and hired automobile liability insurance coverage relating to Vendor's Work to be performed hereunder covering Port's risks in form subject to the approval of the Port Attorney. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory minimum.
Commercial General Liability	\$2,000,000.00 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability	\$2,000,000.00 per accident for bodily injury and property damage (coverage required to the extent applicable to Vendor's vehicle usage in performing work hereunder).

Any deductibles or self-insured retentions must be declared to, and approved by Port. At the option of Port either Vendor's insurer shall reduce or eliminate the deductibles or self-insured retentions with respect to Port, its Board, City, its Council and their respective commissions, boards, committees, officers, employees and agents or Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Concurrently with the execution of this Agreement, Vendor shall furnish Port with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- a) Precluding cancellation or reduction in coverage before the expiration of ten (10) days after Port shall have received written notification of cancellation or reduction in coverage;

ATTACHMENT A

b) Providing that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsements);

c) Naming City of Redwood City, its Council, the Port, its Board, and their respective commissions, boards, committees, officers, employees and agents as additional insureds; and

d) Providing that Vendor's insurance shall be primary insurance relating to Vendor's work hereunder with respect to the City, its Council, the Port, its Board and their respective commissions, boards, committees, officers, employees and Agents, and further providing that any insurance or self-insurance maintained by Port for itself, its Council, commissions, boards, committees, officers, employees and agents shall not be excess of Vendor's insurance and shall not be contributory with it.

7. Risk of Loss: Risk of loss of the Vehicle shall pass to the Port upon the Port taking physical possession of the Vehicle (the "Acceptance").

8. Title: Vendor shall execute a Bill of Sale (attached to this Agreement) and other documents necessary to transfer clear title to the vehicle to Port. Title to the Vehicle shall remain with the Vendor until Acceptance by Port.

9. Guarantees: Any and all special guarantees and warranties which may be applicable to definite parts of the vehicle under this Agreement, shall be considered as an additional guarantee/warranty and shall not reduce or limit the guarantee/warranty as provided by Vendor pursuant to this paragraph.

10. Right of Inspection: Port shall have the right to inspect the Vehicle and vendor shall demonstrate the unit successfully operates at the time and place of delivery before paying or accepting same.

11. Method of Payment: Payment shall be made upon acceptance of the Vehicle.

12. Remedies: Vendor and Port shall have all remedies afforded each by the California Vehicle Code and, Uniform Commercial Code, as applicable.

13. Interpretation and Parol Evidence: This writing is intended by the Parties as a final expression of their agreement concerning the matters contained herein and is also intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the Parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement

ATTACHMENT A

even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the California Uniform Commercial Code is used in this contract, the definition contained in the Code shall control.

14. **Modifications:** This Agreement can be modified only by a writing signed by both of the Parties.

15. **Waiver:** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.

16. **Assignment or Delegation:** No right or interest in this Agreement may be assigned by either Port or Vendor without the written permission of the other party, and no delegation of any obligation owed, or of the performance of any obligation, by either Port or Vendor, may be made without the written permission of the other Party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

17. **Litigation; Venue:** In the event either Party hereto commences an action against the other Party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing Party the reasonable expenses incurred as a result of the dispute, including attorneys' fees and court costs or other administrative costs. The Party shall consider and discuss, prior to the filing of any court action, the possibility of alternative forms of dispute resolution, namely mediation and/or arbitration. Should the Parties reach an agreement at that time, one of the other or both methods of alternative dispute resolution shall be pursued prior to filing court action. However, should the parties not so agree, then nothing further than the initial discussion shall prevent them from pursuing any dispute by means of litigation. Venue shall be the County of San Mateo, CA.

18. **California UCC:** This Agreement shall be governed by the Uniform Commercial Code as adopted in the State of California, as effective and in force on the date of this Agreement.

19. **Notices:** Any notice required to be given hereunder or any notice required to be given by law shall be in writing and may be given by personal delivery or by mail, postage prepaid, and addressed in the case of the Port to the following address:

Executive Director
Port of Redwood City
675 Seaport Blvd.

ATTACHMENT A

Redwood City, CA 94063

and in the case of Vendor, to the following address:

Lenco
10 Betnr Industrial Drive
Pittsfield, MA 01201
Attn: Daniel Besemer

20. In the event of a conflict between the terms of this document and the terms of the Vendor's bid, the terms of this document shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this _____ day of _____, 2023.

CITY OF REDWOOD CITY, BY AND THROUGH ITS BOARD OF PORT COMMISSIONERS

By _____
Port Executive Director

By: _____
Secretary

VENDOR
Lenco

By: _____ (name)
_____ (title)

BILL OF SALE

This is to acknowledge that Lenco has this day sold to the City of Redwood City by and through its Board of Port Commissioners, of 675 Seaport Blvd. Redwood City, CA 94063, for the sum of \$291,845 the receipt of which is hereby acknowledged, the following: Vehicle Product No. 1639 (As described on Vendor's Quote 101029 dated 08 23 23).

ATTACHMENT A

I hereby warrant that I am the lawful owner of the described goods, that they are free from the rightful claims of others, and that I will defend The Port of Redwood City's title to the goods against all persons.

Dated: September ____, 2023

Vendor

Lenco.

By: _____ (name)
_____ (title)

ATTACHMENT B

**AGREEMENT FOR THE PURCHASE OF FIRST RESPONDER JET DOCK
(JET DOCK SYSTEMS, INC.)**

THE CITY OF REDWOOD CITY, by and through its **BOARD OF PORT COMMISSIONERS**, hereinafter referred to as "Port," and **Jeet Dock Systems, Inc.** of Cleveland, Ohio, hereinafter referred to as "Vendor" (collectively referred to as "Parties" and sometimes separately referred to as "Party"), for the consideration hereinafter stated, hereby agree as follows:

1. **Performance:** Vendor shall perform in accordance with the terms and conditions of this Agreement, and the other Contract Documents incorporated by this reference, and everything required to be performed, and deliver to the Port (as defined in the Contract Documents) a First Responder Jet Dock sold pursuant to this Agreement, as more specifically set forth in the other Contract Documents. The term "Agreement" shall, unless otherwise specified, include all Contract Documents.
2. **Contract Amount:** Port shall pay Vendor, as full consideration for the faithful performance by Vendor of the aforementioned purchase and delivery, the sum of One Hundred Sixty-Five Thousand One Hundred Ninety One and 14/100 Dollars (165,191.14) computed in accordance with Vendor's accepted bid dated August 24, 2023, consisting of three pages, (the "Proposal"), which accepted bid is incorporated herein by reference as if herein fully set forth.
3. **Time of Delivery:** In no event shall the date of the delivery of the First Responder Jet Dock be later than January 15, 2024.
4. **Place of Delivery:** The Port will designate the specific location within the Port Area to Vendor and make the space where the First Responder Jet Dock is to be delivered available to Vendor.
5. **Indemnification:** Vendor hereby agrees to indemnify and save harmless the City of Redwood City, its Council, the Port, its Board, and their respective officers, boards, commissions, agents and employees of and from any and all claims, suits or actions of every name, kind and description which may be brought against the City of Redwood City, its Council, the Port, its Board, and their respective officers, boards, commissions, agents, or employees by reason of any injury to or death of any person or damage suffered or sustained by any person or corporation, caused by, or alleged to have been caused by, any act or omission to act, negligent or otherwise, of Vendor, its officers, agents or employees ("Vendor Personnel") while physically present at the Port and such injury, death or damage is caused by the act or omission to act of such Vendor Personnel while at the Port.

ATTACHMENT B

The duty of Vendor to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Vendor to indemnify the City of Redwood City, its Council, Port, its Board, and their respective officers, boards, commissions, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

6. Insurance: Vendor, at its sole cost and expense, shall acquire and maintain in full force and effect throughout the term of this Agreement Workers' Compensation, commercial general liability, and owned, non-owned and hired automobile liability insurance coverage relating to Vendor's Work to be performed hereunder covering Port's risks in form subject to the approval of the Port Attorney. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory minimum.
Commercial General Liability	\$2,000,000.00 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability	\$2,000,000.00 per accident for bodily injury and property damage (coverage required to the extent applicable to Vendor's vehicle usage in performing work hereunder).

Any deductibles or self-insured retentions must be declared to, and approved by Port. At the option of Port either Vendor's insurer shall reduce or eliminate the deductibles or self-insured retentions with respect to Port, its Board, City, its Council and their respective commissions, boards, committees, officers, employees and agents or Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Concurrently with the execution of this Agreement, Vendor shall furnish Port with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- a) Precluding cancellation or reduction in coverage before the expiration of ten (10) days after Port shall have received written notification of cancellation or reduction in coverage;

ATTACHMENT B

b) Providing that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsements);

c) Naming City of Redwood City, its Council, the Port, its Board, and their respective commissions, boards, committees, officers, employees and agents as additional insureds; and

d) Providing that Vendor's insurance shall be primary insurance relating to Vendor's work hereunder with respect to the City, its Council, the Port, its Board and their respective commissions, boards, committees, officers, employees and Agents, and further providing that any insurance or self-insurance maintained by Port for itself, its Council, commissions, boards, committees, officers, employees and agents shall not be excess of Vendor's insurance and shall not be contributory with it.

7. Risk of Loss: Risk of loss of the First Responder Jet Dock shall pass to the Port upon the Port taking physical possession of the First Responder Jet Dock (the "Acceptance").

8. Title: Vendor shall execute a Bill of Sale (attached to this Agreement) and other documents necessary to transfer clear title to the First Responder Jet Dock to Port. Title to the First Responder Jet Dock shall remain with the Vendor until Acceptance by Port.

9. Guarantees: Any and all special guarantees/warranty which may be applicable to definite parts of the First Responder Jet Dock under this Agreement, shall be considered as an additional guarantee/warranty and shall not reduce or limit the guarantee/warranty as provided by Vendor pursuant to this paragraph.

10. Right of Inspection: Port shall have the right to inspect the First Responder Jet Dock and vendor shall demonstrate the unit successfully operates at the time and place of delivery before paying or accepting same.

11. Method of Payment: Payment shall be made by check, as follows: 1/3 upon execution of the Agreement by the parties; 1/3 upon shipment of the First Responder Jet Dock; 1/3 upon acceptance of the First Responder Jet Dock

12. Remedies: Vendor and Port shall have all remedies afforded each by the California Uniform Commercial Code.

13. Interpretation and Parol Evidence: This writing is intended by the Parties as a final expression of their agreement concerning the matters contained herein and is also intended as a complete and exclusive statement of the terms of their

ATTACHMENT B

agreement. No course of prior dealings between the Parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the California Uniform Commercial Code is used in this contract, the definition contained in the Code shall control.

14. **Modifications:** This Agreement can be modified only by a writing signed by both Parties.

15. **Waiver:** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.

16. **Assignment or Delegation:** No right or interest in this Agreement may be assigned by either Port or Vendor without the written permission of the other party, and no delegation of any obligation owed, or of the performance of any obligation, by either Port or Vendor, may be made without the written permission of the other Party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

17. **Litigation; Venue:** In the event either Party hereto commences an action against the other Party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing Party the reasonable expenses incurred as a result of the dispute, including attorneys' fees and court costs or other administrative costs. The Party shall consider and discuss, prior to the filing of any court action, the possibility of alternative forms of dispute resolution, namely mediation and/or arbitration. Should the Parties reach an agreement at that time, one of the other or both methods of alternative dispute resolution shall be pursued prior to filing court action. However, should the parties not so agree, then nothing further than the initial discussion shall prevent them from pursuing any dispute by means of litigation. Venue shall be the County of San Mateo, CA.

18. **California UCC:** This Agreement shall be governed by the Uniform Commercial Code as adopted in the State of California, as effective and in force on the date of this Agreement.

19. **Notices:** Any notice required to be given hereunder or any notice required to be given by law shall be in writing and may be given by personal delivery or by mail, postage prepaid, and addressed in the case of the Port to the following address:

ATTACHMENT B

Executive Director
Port of Redwood City
675 Seaport Blvd.
Redwood City, CA 94063

and in the case of Vendor, to the following address:

Peter A. Nuti
Jet Dock Systems, Inc.
9601 Corporate Circle
Cleveland, Ohio 44125

20. In the event of a conflict between the terms of this document and the terms of the document attached to this document (Vendor's bid), the terms of this document shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this _____ day of _____, 2023.

**CITY OF REDWOOD CITY, BY AND
THROUGH ITS BOARD OF PORT
COMMISSIONERS**

By _____
Port Executive Director

By: _____
Secretary

VENDOR
Jet Dock Systems, Inc.

By: _____
Peter A Nuti
Director of Government Sales

ATTACHMENT B

BILL OF SALE

This is to acknowledge that Jet Dock Systems, Inc. has this day sold to the City of Redwood City by and through its Board of Port Commissioners, of 675 Seaport Blvd. Redwood City, CA 94063, for the sum of \$165,191.14 receipt of which is hereby acknowledged, the following: First Responder Jet Dock (As described on Vendor's Quote dated 08 24 23)

I hereby warrant that I am the lawful owner of the described goods, that they are free from the rightful claims of others, and that I will defend The Port of Redwood City's title to the goods against all persons.

Dated: September ____, 2023

Vendor

Jet Dock Systems, Inc.

By: Peter A. Nuti (name)
Director of Government Sales

ATTACHMENT C

RESOLUTION NO. P-

**RESOLUTION OF BOARD OF PORT COMMISSIONERS OF
THE CITY OF REDWOOD CITY ACCEPTING BID FOR THE
PURCHASE AND DELIVERY OF A TACTICAL VEHICLE AND
A FIRST RESPONDER JET DOCK FOR USE AT THE PORT OF
REDWOOD CITY; AUTHORIZING EXECUTION OF
AGREEMENTS FOR SAID PURCHASE**

WHEREAS, in 2019 and 2020, the Port of Redwood City (the "Port") received grants from the Department of Homeland Security ("DHS") through the Port Security Grant Program (the "Grants") to support the acquisition of a tactical vehicle and first responder jet dock; and

WHEREAS, Port staff conducted extensive research to locate manufacturers that could provide the Port with a tactical vehicle and jet dock equipment that met the criteria of the grant and needs of the local first responders; and

WHEREAS, pursuant to 49 Code of Federal Regulation, Part 1520.5, and related laws, disclosure of information obtained or developed in the conduct of security activity is deemed to be Sensitive Security Information (SSI) and therefore not subject to disclosure; and

WHEREAS, manufacturers were located that can provide the Port with a tactical vehicle and jet dock equipment that meet the criteria set forth in the Grants; and

WHEREAS, sufficient evidence exists for the Board of Port Commissioners to support a finding that a competitive bidding process is not

ATTACHMENT C

feasible or practical and that a sole source procurement is in the best interest of the Port of Redwood City; and

NOW, THEREFORE;

BE IT RESOLVED BY THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY AS FOLLOWS:

Section 1

1. TACTICAL EQUIPMENT: The bid from Lenco, a Massachusetts Corporation, for the sale of the tactical vehicle in the amount of Three Hundred Nineteen Thousand Two Hundred Thirty-Two and 82/100 Dollars (\$319,232.82), inclusive of tax, of which the sum of One Hundred Ninety-Six Thousand Thirty-Eight and No/100 Dollars (\$196,038) is paid through the Grant, for the purchase and delivery of the Tactical Equipment is hereby accepted, and said bidder is hereby found and declared to be a sole source bidder.

2. The Port commits itself to contribute a cost match in the amount of One Hundred Twenty-Three Thousand One Hundred Ninety-Four and 82/100 Dollars (\$123,194.82) of non-federal funds.

3. That certain agreement entitled, "Agreement for the Purchase of Tactical Equipment" form dated 09 06 23, by and between the City of Redwood City, a municipal corporation of the State of California, by and through its Board of Port Commissioners and Lenco, to which a copy reference is hereby made for the full particulars thereof, is hereby approved, and the Port Executive Director and the Port Executive Secretary are hereby authorized and directed to execute,

ATTACHMENT C

and to attest thereto, respectively, said agreement for and on behalf of the Port of Redwood City.

4. Any and all informalities or irregularities in the aforementioned bid for tactical vehicle are hereby waived.

Section II

1. FIRST RESPONDER JET DOCK: The bid from Jet Dock Systems, Inc. a Florida Corporation, for the sale and installation of the First Responder Jet Dock in the amount of One Hundred Sixty-Five Thousand One Hundred Ninety-One and 14/100 Dollars (\$165,191.14), of which the sum of One Hundred Twenty Three Thousand Eight Hundred Ninety Three and 36/100 Dollars (\$123,893.36) is paid through the Grant, for the purchase and installation of the First Responder Jet Dock is hereby accepted, and said bidder is hereby found and declared to be a sole source bidder.

2. The Port commits itself to contribute a cost match in the amount of Forty-One Thousand Two Hundred Ninety-Seven and 78/100 Dollars (\$41,297.78) of non-federal funds.

3. That certain agreement entitled, "Agreement for the Purchase of Jet Dock Equipment" form dated 09 06 23, by and between the City of Redwood City, a municipal corporation of the State of California, by and through its Board of Port Commissioners and the jet Dock Systems, inc., to which a copy reference is hereby made for the full particulars thereof, is hereby approved, and the Port Executive Director and the Port Executive Secretary are hereby authorized and

ATTACHMENT C

directed to execute, and to attest thereto, respectively, said agreement for and on behalf of the Port of Redwood City.

4. Any and all informalities or irregularities in the aforementioned bid for First Responder Jet Dock are hereby waived.

* * *

Regularly passed and adopted by the Board of Port Commissioners of Redwood City, this 13th day of September, 2023.

AYES, and in favor of said Resolution, Commissioners:

NOES, Commissioners:

ABSENT, Commissioners:

President, Board of Port Commissioners

Attest:

Secretary, Board of Port Commissioners



**BOARD OF PORT COMMISSIONERS
PORT OF REDWOOD CITY**

STAFF REPORT

DATE: September 13, 2023
ITEM NO: VI.B
SUBMITTED BY: Connor Revay, Harbor Master and Assistant Operations Manager
TITLE: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING GRANT FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY UNDER THE PORT'S FISCAL YEAR 2023 PORT SECURITY GRANT PROGRAM (PSGP) AND AUTHORIZING EXECUTION OF DOCUMENTS

RECOMMENDATION

Staff recommends that the Board of Port Commissioners (Board) approve the resolution to accept the grant award from the U.S. Department of Homeland Security under the Fiscal Year 2023 (FY23) Port Security Grant Program (PSGP) (Attachment A) and authorize execution of documents.

BACKGROUND

In May 2023, the Federal Department of Homeland Security (DHS) opened the application period for the FY23 PSGP. DHS is providing \$100,000,000 to promote sustainable, risk-based efforts to protect critical port infrastructure from terrorism. All entities subject to an Area Maritime Transportation Security Plan were eligible to apply for PSGP funding. Eligible applicants include port authorities, facility operators, and state and local government agencies. PSGP recipients were selected for funding through a competitive review process (Attachment B).

The Port submitted a grant application for a total project amount of \$672,815. As a public agency, the Port would be required to provide 25% matching funds (\$168,204) of the total project cost and the federal share would be \$504,611. The projects include:

- 1) Security Equipment Maintenance Sustainment (Project Total: \$164,640): This project includes upgrades and emergency repairs of the video surveillance system (VSS) to ensure continued maritime security. This funding supports the replacement of 20 upgraded video cameras to include IP functionality to align with the Interagency Operations Center's (IOC) cybersecurity analytics. Funding also provides continued maintenance of existing cameras.
- 2) Backup Generators (Project Total: \$208,175): This project provides for backup generators for continuous power to the security guard houses, including the main guard house which houses the backup computer network for IOC, allowing the Port to monitor all access control, lighting, and video surveillance cameras, while protecting port infrastructure, personnel, and sensitive security information.
- 3) Exercise Support (Project Total: \$165,000): The Port has remained a highly resilient and strategic federal, state, and local training and exercise partner to aid in achieving Area Maritime Security Plan (AMSP) capability targets. Each year since 2005, the Port has conducted quarterly and annual full-scale exercises to achieve Maritime Domain Awareness.
- 4) Police Response Patrol Boat Engines (Project Total: \$150,000): This project funds the purchase of engines for the new Redwood City Police Department (RCPD) vessel. The current RCPD vessel is dated; a new vessel

DATE: September 13, 2023

ITEM NO: VI.B

SUBJECT: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING GRANT FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY UNDER THE PORT'S FISCAL YEAR 2023 PORT SECURITY GRANT PROGRAM (PSGP) AND AUTHORIZING EXECUTION OF DOCUMENTS

is required to become the primary asset to be placed in operational readiness condition. The existing vessel will become the back-up vessel and remain ready to augment security and/or emergency response operations at the Port and South San Francisco Bay Region. RCPD was the recipient of grant funds to replace its existing patrol vessel. However, these funds did not include funding for the vessel engines. This investment through the PSGP would provide for the purchase of these engines to enable the new vessel to provide maritime security on the waterways.

ANALYSIS

The Port is mandated to remain compliant with various state/federal security and emergency response requirements. The Port plays a primary role in two levels of layered protection. External and internal protection are both coordinated and provided through several methods by the Port and its mutual aid partners. Externally, the Port coordinates efforts with local, state, and federal entities; this includes all organizations and branches that fall under such jurisdictions. These agencies play key roles in Port Facility Security Plans and Emergency Response and Business Continuity Plans. Coordination through exercises, occasional meetings/conferences, and maintenance of relationships keep all levels in line with current responsibilities. Internally, the Port is responsible to maintain secure commerce operations with industrial tenants, coordinate interfaces with foreign sea-going cargo vessels, and maintain "readiness" to continuously deter, detect, and respond to any type of incident.

Accepting this grant from the Federal Department of Homeland Security will assist the Port in satisfying these various state/federal security requirements by providing the Port with much needed funds to conduct maintain security of the wharves, alongside local, state, and federal partners. Installation of this security equipment allows the Port to continue surveillance more efficiently, by providing the latest technology in which to update human interface with new access control technology. The addition of the generators will provide continuity and resiliency to help maintain Port security of the maritime domain. Exercise support will enable the Port to continue its resilience and capability standards to prevent, respond and recover.

The resulting costs associated with these security investments were developed through staff and consultant research with industry product manufacturers and, in the case of the equipment installation, with coordinated industry research using FY23 Bay Area Consumer Price Index (CPI) indexed dollars. In the event project costs exceed the grant funds available, the Port would need to determine whether to absorb additional costs, as the federal grant will not provide for any CPI-based increase in construction or other costs (equipment, consultants, etc.).

Cost Recovery	N/A
Port 2020 Vision	Comports with the Port's 2020 Vision
Budget	These costs were estimated in the Board Approved Budget

DATE: September 13, 2023

ITEM NO: VI.B

SUBJECT: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING GRANT FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY UNDER THE PORT'S FISCAL YEAR 2023 PORT SECURITY GRANT PROGRAM (PSGP) AND AUTHORIZING EXECUTION OF DOCUMENTS

ALTERNATIVES

The Board may reject the FY23 U.S. Department of Homeland Security Grant Award in the amount of \$504,611; however, this may impact our emergency preparedness and security measures.

ENVIRONMENTAL REVIEW

Exempt from CEQA review pursuant to Guidelines sec. 15378 (a); Pub. Res. Code sec 21065.



Staff



Executive Director

ATTACHMENTS

- A. U.S. Department of Homeland Security (DHS) Port Security Grant Program Award Letter
- B. FY23 Port Security Grant Program Fact Sheet
- C. Resolution

ATTACHMENT A

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Steve Longoria
Port of Redwood City
675 Seaport Blvd
Redwood City, CA 94063 - 9992

Re: Grant No.EMW-2023-PU-00549

Dear Steve Longoria:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2023 Port Security Grant Program has been approved in the amount of \$504,611.00. As a condition of this award, you are required to contribute a cost match in the amount of \$168,204.00 of non-Federal funds, or 25 percent of the total approved project costs of \$672,815.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2023 Port Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

WILLIAM EDWARD RYAN Program Manager

ATTACHMENT B

Agreement Articles

Fri Sep 01 00:00:00 GMT 2023

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES Port Security Grant Program

GRANTEE: Port of Redwood City
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2023-PU-00549-S01

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	PSGP Performance Goal
Article III	DHS Standard Terms and Conditions Generally
Article IV	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article V	General Acknowledgements and Assurances
Article VI	Acknowledgement of Federal Funding from DHS
Article VII	Activities Conducted Abroad
Article VIII	Age Discrimination Act of 1975
Article IX	Americans with Disabilities Act of 1990
Article X	Best Practices for Collection and Use of Personally Identifiable Information
Article XI	Civil Rights Act of 1964 - Title VI
Article XII	Civil Rights Act of 1968
Article XIII	Copyright
Article XIV	Debarment and Suspension
Article XV	Drug-Free Workplace Regulations
Article XVI	Duplication of Benefits

ATTACHMENT B

Article XVII	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XVIII	E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety
Article XIX	Energy Policy and Conservation Act
Article XX	False Claims Act and Program Fraud Civil Remedies
Article XXI	Federal Debt Status
Article XXII	Federal Leadership on Reducing Text Messaging while Driving
Article XXIII	Fly America Act of 1974
Article XXIV	Hotel and Motel Fire Safety Act of 1990
Article XXV	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article XXVI	Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Article XXVII	Lobbying Prohibitions
Article XXVIII	National Environmental Policy Act
Article XXIX	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXX	Non-Supplanting Requirement
Article XXXI	Notice of Funding Opportunity Requirements
Article XXXII	Patents and Intellectual Property Rights
Article XXXIII	Procurement of Recovered Materials
Article XXXIV	Rehabilitation Act of 1973
Article XXXV	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXVI	Reporting Subawards and Executive Compensation
Article XXXVII	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

ATTACHMENT B

Article XXXVIII	SAFECOM
Article XXXIX	Terrorist Financing
Article XL	Trafficking Victims Protection Act of 2000 (TVPA)
Article XLI	Universal Identifier and System of Award Management
Article XLII	USA PATRIOT Act of 2001
Article XLIII	Use of DHS Seal, Logo and Flags
Article XLIV	Whistleblower Protection Act
Article XLV	Environmental Planning and Historic Preservation (EHP) Review
Article XLVI	Applicability of DHS Standard Terms and Conditions to Tribes
Article XLVII	Acceptance of Post Award Changes
Article XLVIII	Disposition of Equipment Acquired Under the Federal Award
Article XLIX	Prior Approval for Modification of Approved Budget
Article L	Indirect Cost Rate
Article LI	Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance

Article I - Summary Description of Award

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Investment 1: Internet Protocol (IP) Video Surveillance System (VSS) Cameras and Ancillary Cybersecurity Operational Support Equipment is fully funded for \$123,480.

Investment 2: Mobile Emergency Backup Generators for Security Equipment is fully funded for \$156,131.

Investment 3: Drills and Exercises is fully funded for \$112,500.

Investment 4: Procurement of Police Response/Patrol Boat Engines is fully funded for \$112,500.

Article II - PSGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the capability gaps identified in their vulnerability assessments, relevant security plans (local or regional; FSP/AMSP/THIRA/etc.), or other relevant documentation or sustains

ATTACHMENT B

existing capabilities per the FEMA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR Performance Narrative.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMBs guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

ATTACHMENT B

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

ATTACHMENT B

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

ATTACHMENT B

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

ATTACHMENT B

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;

ATTACHMENT B

- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

ATTACHMENT B

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

ATTACHMENT B

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article LI - Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance

This award includes work that triggers an Environmental Planning and Historic Preservation (EHP) compliance review. A funding hold is placed on the following investments/projects, and the recipient is prohibited from obligating, expending, or drawing down funds under this award in the amount of \$235,980 in support of the following investments/projects, with a limited exception for any approved costs associated with the preparation, conduct, and completion of required EHP reviews. Please refer to the applicable NOFO and Preparedness Grants Manual (PGM) for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404.

Investment #1: Internet Protocol (IP) Video Surveillance System (VSS) Cameras and Ancillary Cybersecurity Operational Support Equipment: \$123,480.

Investment #3: Drills and Exercises: \$112,500.

To release this hold, the recipient is required to obtain the required FEMA EHP compliance approval for this project pursuant to the FY 2023 PSGP NOFO and PGM. Failure to comply with this condition may jeopardize your ability to access and expend federal funds for the investments/projects listed above. Please contact your FEMA GPD Headquarters Preparedness Officer or Program Analyst to receive specific guidance regarding EHP compliance.

If you have questions about this funding hold or believe it was placed in error, please contact the FEMA GPD Headquarters Preparedness Officer or Program Analyst.

BUDGET COST CATEGORIES

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$463,675.00
Supplies	\$0.00
Contractual	\$209,140.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

ATTACHMENT B

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2023-PU-00549-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 499045923	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX05654N2023T
--	-------------------------	-------------------------------------	----------------------------	---------------------------------

6. RECIPIENT NAME AND ADDRESS Port of Redwood City 675 Seaport Blvd Redwood City, CA, 94063 - 9992	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603
---	---	---

9. NAME OF RECIPIENT PROJECT OFFICER Rajesh Sewak	PHONE NO. 6503064150	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov
--	-------------------------	--

11. EFFECTIVE DATE OF THIS ACTION 08/28/2023	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2023 To: 08/31/2026 Budget Period 09/01/2023 08/31/2026
---	----------------------------	--	---

1 5. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2023-FA-GC01-P410- 4101-D	\$0.00	\$504,611.00	\$504,611.00	See Totals
				\$0.00	\$504,611.00	\$504,611.00
						\$168,204.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.

N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)

DATE

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE

WILLIAM EDWARD RYAN, Program Manager

Mon Aug 28 20:51:23 GMT 2023

ATTACHMENT C

RESOLUTION NO. P-_____

**RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF
THE CITY OF REDWOOD CITY ACCEPTING GRANT FROM THE
U.S. DEPARTMENT OF HOMELAND SECURITY UNDER THE
PORT'S FISCAL YEAR 2023 PORT SECURITY GRANT
PROGRAM (PSGP) AND AUTHORIZING EXECUTION OF
DOCUMENTS**

WHEREAS, on or about May 18th 2023, the Port of Redwood City (the "Port") applied for a grant with the U.S. Department of Homeland Security under the FY 2023 Port Security Grant Program (the "Grant") ; and

WHEREAS, Port's application (the "Application") for the Grant has been approved by the U.S. Department of Homeland Security (the "Approval") in the sum of \$504,611.00; and

WHEREAS, The Grant requires that the Port contribute a cost match in the amount of \$168,204.00; and

WHEREAS, the Port has reviewed the Approval documents received from the U.S. Department of Homeland Security.

NOW, THEREFORE;

**BE IT RESOLVED BY THE BOARD OF PORT COMMISSIONERS OF
THE CITY OF REDWOOD CITY AS FOLLOWS:**

1. The City of Redwood City, acting by and through its Board of Port Commissioners, accepts the Grant in the amount of Five Hundred and Four Thousand Six Hundred and Eleven and no/100 Dollars (\$504,611.00) from the U.S. Department of Homeland Security and the Port Executive Director (Port Manager), and/or her designee, is hereby authorized and directed to execute all

ATTACHMENT C

necessary documents on behalf of the Port to obtain the release of said funds to the Port.

2. The Port commits itself to contribute a cost match in the amount of One Hundred Sixty-Eight Thousand Two Hundred and Four and no/100 Dollars (\$168,204.00) of non-federal funds; and

3. Copies of public records, including the Port's Application, general description of the Port's proposed projects which are the subject of the Application, Approval, and supporting documents are on file with the Port Executive Director and this Board appoints the Port Executive Director, and/or her designee, to be the Port's designee for the purpose of all communications with the U.S. Department of Homeland Security.

* * *

Regularly passed and adopted by the Board of Port Commissioners of Redwood City, this 13th day of September, 2023.

AYES, and in favor of said Resolution, Commissioners:

NOES, Commissioners:

ABSENT, Commissioners:

President, Board of Port Commissioners

Attest:

Secretary, Board of Port Commissioners



PORT OF REDWOOD CITY

Serving Silicon Valley

Port Commissioners
Richard S. Claire
Ralph A. Garcia, Jr.
Lorianna Kastrop
Stan Maupin
Nancy C. Radcliffe

PORT OF REDWOOD CITY
Certification of Semi-Annual Investment Report
For the six-month Ended June 30, 2023

The Semi-Annual Investment Report attached reflects all the securities in which Port funds, including all Trust Funds, are invested (excluding the deferred compensation plan and PERS funds, which are invested separately). All of these investments are in compliance with Port's investment guidelines, except as noted below.

Exception:

The bank qualifications specified in the certificate of deposit requirements in Section VIII.A are not verified on each occasion a new certificate of deposit is purchased or rolled over.

Sufficient liquid resources, including maturities, are available to meet the cash flow needs for the next six months.

This certification statement complies with reporting disclosure requirements under California Government Code, Section 53646(b)(2) and 53646(b)(3).

Sincerely,

Rajesh Sewak, Director of Finance & Administration

Date: 9-13-2023

Michelle P. Flaherty, ACM, Treasurer, Administrative Services Director

Date: _____

Attachment: June 30, 2023, Semi-Annual Investment Report

**PORT OF REDWOOD CITY
SEMI-ANNUAL INVESTMENT REPORT
FOR THE SIX-MONTH ENDED JUNE 30, 2023**

DEPOSITED WITH	ACCOUNT TYPE	DATE PURCHASED	PURCHASE PRICE	MATURITY DATE	RATE	PAR VALUE	% OF PORTFOLIO	MARKET VALUE
UNRESTRICTED CASH & INVESTMENTS								
WELLS FARGO BK	CHECKING				0.00%	324,412.09	1.30%	
WELLS FARGO BK	CHECKING				0.00%	572,675.35	2.29%	
WELLS FARGO BK	CHECKING				0.00%	149,456.20	0.60%	
PORT	CASH				0.00%	1,000.00	0.00%	
STATE OF CALIF	POOL				3.15%	22,536,774.11	90.25%	\$ 22,194,857.42
WELLS FARGO BK	SAVINGS				0.03%	252,273.79	1.01%	
		TOTAL UNRESTRICTED @ PAR				23,836,591.54	95.45%	
		ADJUST PAR TO MARKET				(341,916.69)		
		TOTAL UNRESTRICTED @ MARKET				\$ 23,494,674.85		
					WEIGHTED AVERAGE RATE:	2.98%		

DEPOSITED WITH	ACCOUNT TYPE	DATE PURCHASED	PURCHASE PRICE	MATURITY DATE	RATE	PAR VALUE	% OF PORTFOLIO	MARKET VALUE
RESTRICTED CASH & INVESTMENTS								
U.S. BANK	TRUST				2.28%	28,566.33	0.11%	
		2015 SERIES BONDS - Debt Service - Interest: First American Government Obligation Fund (#1216)						
U.S. BANK	TRUST				2.28%	52,550.15	0.21%	
		2015 SERIES BONDS-Debt Service - Principal: First American Government Obligation Fund (#1217)						
U.S. BANK	TRUST				0.00%	0.04	0.00%	
		2015 SERIES BONDS-Debt Service - Cost Of Issuance: First American Government Obligation Fund (#1223)						
U.S. BANK	TRUST				2.26%	43,269.37	0.17%	
		2012 SERIES BONDS - Debt Service - Sinking Fund: First American US Treasury Money Market (#1208)						
U.S. BANK	TRUST				1.00%	91,032.85	0.36%	
		2012 SERIES BONDS - Debt Service - Revenue & Interest: First American US Treasury Money Market (#1205+ #1206)						
U.S. BANK	TRUST	06/01/15	740,000.00	07/27/22	2.26%	744,950.94	2.98%	\$ 744,950.94
		2012 SERIES BONDS - Debt Service - Reserve: Federal Home Loan Bank (#1209)						
WELLS FARGO BK	ESCROW					175,431.49	0.70%	
		Pacific Shores - Mitigation Account (#2817-8708; 1221-00)						
		TOTAL RESTRICTED @ PAR				1,135,801.17	4.55%	
		ADJUST PAR TO MARKET (#1214)				0.00		
		TOTAL RESTRICTED @ MARKET				\$ 1,135,801.17		
					WEIGHTED AVERAGE RATE:	1.81%		2.925%

NOTE: MARKET VALUE IS EQUAL TO PAR UNLESS OTHERWISE INDICATED
 (1) MARKET VALUE DATA SOURCE FOR US BANK: US BANK CORPORATE TRUST STATEMENTS.
 (2) MARKET VALUE DATA SOURCE FOR LAIF: LAIF

TOTAL PORTFOLIO @ PAR	\$ 24,972,392.71	100.00%
ADJUST PAR TO MARKET	(341,916.69)	
TOTAL PORTFOLIO @ MARKET	\$ 24,630,476.02	

PORT OF REDWOOD CITY

SEMI-ANNUAL PORTFOLIO

YEAR		JUNE		DECEMBER
2015	\$	15,817,186	\$	17,032,299
2016	\$	16,020,944	\$	17,152,948
2017	\$	17,905,374	\$	14,583,467
2018	\$	13,363,222	\$	13,851,265
2019	\$	14,856,725	\$	16,925,678
2020	\$	19,463,238	\$	21,422,525
2021	\$	22,319,202	\$	22,261,403
2022	\$	21,139,032	\$	23,014,734
2023	\$	24,630,476		

EFFECTIVE YIELD ON INVESTMENTS

YEAR		JUNE		DECEMBER
2015		0.30%		0.28%
2016		0.52%		0.49%
2017		0.70%		1.10%
2018		1.67%		1.88%
2019		2.25%		2.05%
2020		1.24%		0.62%
2021		0.34%		0.26%
2022		0.72%		1.89%
2023		2.93%		

LOCAL AGENCY INVESTMENT FUND - Fair Market Valuation

	6/30/2022	9/30/2022	12/31/2022	3/31/2023	6/30/2023
LAIF Interest Rate	0.75%	1.35%	2.07%	2.74%	3.15%
Quarter-End Principal Balance	\$ 19,193,599.93	\$ 19,229,534.32	\$ 19,294,965.36	\$ 20,895,982.04	\$ 22,536,774.11
Quarterly Interest Earned	\$ 35,934.39	\$ 65,431.04	\$ 100,966.68	\$ 140,842.07	\$ 165,556.77
PMIA Market Valuation Rate	0.987125414	0.980760962	0.981389258	0.986510329	0.984828499
Fair Market Value (FMV)	\$ 18,946,490.27	\$ 18,859,576.58	\$ 18,935,871.74	\$ 20,614,052.79	\$ 22,194,857.42
Gain or (Loss)	\$ (247,109.66)	\$ (369,957.74)	\$ (359,093.62)	\$ (281,879.25)	\$ (341,916.69)
<u>Accounting Entries:</u>					
Debit A/c 1141-00-00-00-0	\$ -	\$ -	\$ 10,864.12	\$ 77,214.37	\$ -
Credit A/c 1141-00-00-00-0	\$ (31,421.41)	\$ (122,848.08)			\$ (60,037.44)
Debit A/c 9925-00-00-00-0	\$ 31,421.41	\$ 122,848.08			\$ 60,037.44
Credit A/c 8925-00-00-00-0			\$ (10,864.12)	\$ (77,214.37)	