171158 File No.

Committee Item No. \_\_\_\_\_/ <u>7</u>\_\_\_\_\_ Board Item No. \_\_\_\_\_/ <u>3</u>\_\_\_\_\_

# COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

 Date
 November 30, 2017

 Date
 12
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 2017

Board of Supervisors Meeting

### **Cmte Board**

		Motion
$\mathbf{\nabla}$	R	Resolution
$\square$		Ordinance
		Legislative Digest
		Budget and Legislative Analyst Report
		Youth Commission Report
		Introduction Form
X.	X	Department/Agency Cover Letter and/or Report
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n		Grant Information Form
		Grant Budget
$\Box$		Subcontract Budget
		Contract/Agreement
		Form 126 – Ethics Commission
		Award Letter
		Application
ET .	X	Public Correspondence

OTHER

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Completed by:_	Linda Wong		vember <sup>·</sup>	
Completed by:	Linda Wong	Date	12/6/	17

FILE NO. 171158

#### AMENDED IN COMMITTEE 11/30/17 RESOLUTION NO.

[Memorandum of Understanding - Urban Areas Security Initiative]

Resolution retroactively approving a Memorandum of Understanding (MOU) with the Cities of Oakland and San Jose and the Counties of Alameda, Contra Costa, Marin, Monterey, San Mateo, Santa Clara, and Sonoma that provides governance structures and procedures for application, allocation and distribution of federal Urban Areas Security Initiative (UASI) grant funds to the Bay Area Urban Area, as well as for other Federal grant funds to the Bay Area Urban Area as permitted under the MOU; and continues San Francisco as the primary grantee and fiscal agent for UASI grant funds to the Bay Area Urban Area, as well as for other Federal grant funds to the Bay Area Urban Area as permitted under the MOU for the period of December 1, 2017, through November 30, 2021.

WHEREAS, The United States Department of Homeland Security ("DHS") has a Homeland Security Grant Program, which includes the Urban Areas Security Initiative ("UASI") Program, and

WHEREAS, The UASI Program addresses the unique planning, equipment, training, and exercise needs of high-threat, high-density "Urban Areas" and assists those areas in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from threats and acts of terrorism; and

WHEREAS, DHS requires each Urban Area receiving grant funds to establish an Urban Area Working Group ("UAWG") to act as an executive steering committee and provide overall governance of the UASI Program across the regional area encompassed within the defined Urban Area; and

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WHEREAS, For fiscal year 2006, the DHS consolidated the separate San Francisco, Oakland, and San Jose Urban Areas into a combined "Bay Area Urban Area" for the purposes of the UASI Program; and

WHEREAS, For fiscal year 2006, the City and County of San Francisco, the Cities of Oakland and San Jose, and the Counties of Alameda and Santa Clara, as the core cities and counties of the Bay Area Urban Area, entered into a Memorandum of Understanding dated July 1, 2006 ("2006 MOU") setting forth their agreements regarding the objectives, governance structures, responsibilities, and financial agreements to use in applying for, allocating, and distributing UASI grant funds to the Bay Area Urban Area, and establishing the Bay Area UASI Approval Authority ("Approval Authority") as the body with oversight over the UASI Program for the Bay Area Urban Area; and

WHEREAS, DHS approved the governance structure created in the 2006 MOU as the UAWG for the Bay Area Urban Area; and

WHEREAS, The 2006 MOU designated the City and County of San Francisco as the primary grantee and fiscal agent for UASI funds to the Bay Area Urban Area; and

WHEREAS, The Board of Supervisors approved the 2006 MOU in Resolution No. 718-06, File No. 061583; and

WHEREAS, The parties to the 2006 MOU negotiated a successor Memorandum of Understanding dated July 1, 2007 ("2007 MOU"), which generally continued the structures and procedures of the 2006 MOU, and which the Board of Supervisors approved in Resolution No. 638-07, File No. 071451; and

WHEREAS, The parties to the 2007 MOU agreed to a successor Memorandum of Understanding dated December 1, 2011 ("2011 MOU), which added the counties of Contra Costa, Marin, Monterey, San Mateo, and Sonoma, which the Board of Supervisors approved in Resolution No. 478-11, File No. 111053; and

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WHEREAS, The parties to the 2011 MOU agreed to a successor Memorandum of Understanding dated December 1, 2013 ("2013 MOU"), which generally continued the structures and procedures of the 2011 MOU, and which the Board of Supervisors approved in Resolution No. 346-13, File No. 130865; and

WHEREAS, The term of the 2013 MOU is due to expire on December 1, 2017; and WHEREAS, Prior to the expiration of that term, the parties to the 2013 MOU agreed to a successor Memorandum of Understanding dated December 1, 2017 ("2017 MOU"), which generally continues the structures and procedures of the 2013 MOU; and

WHEREAS, The Approval Authority approved the 2017 MOU at its August 10, 2017 meeting; and

WHEREAS, A copy of the 2017 MOU is on file with the Clerk of the Board of Supervisors in File No. 171158, which is hereby declared to be a part of this resolution as if set forth fully herein; and

WHEREAS, The City and County of San Francisco has participated in federal homeland security grant programs since their inception, and deems participation in those programs as vital to the continued security and well-being of its citizens; and

WHEREAS, The City and County of San Francisco does not condone training that promotes militarized policing or stereotypes pertaining to race or religion in counter-terrorist programs, and

WHEREAS, As a Party to the 2017 MOU, the City and County of San Francisco can continue its partnership with other cities and counties in the Bay Area to build an enhanced and sustainable local and regional capacity to prevent, protect against, respond to, and recover from threats and acts of terrorism; now, therefore, be it

Mayor Lee BOARD OF SUPERVISORS

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RESOLVED, That the Board of Supervisors of the City and County of San Francisco hereby retroactively authorizes the City and County of San Francisco to enter into the 2017 MOU; and, be it

FURTHER RESOLVED, That the Executive Director of the Department of Emergency Management is authorized to furnish whatever additional information or assurances that the United States Department of Homeland Security or the California Office of Emergency Services may request in connection with the Homeland Security or UASI grant programs, and to execute, deliver and perform, in the name of the City and County of San Francisco, any additional applications, contracts, agreements, amendments, and payment requests necessary to carry out the City's obligations under the 2017 MOU, subject to the budgetary and fiscal provisions of the Charter; and, be it

FURTHER RESOLVED, That within thirty (30) days of the MOU being fully executed by all parties, the Executive Director of the Department of Emergency Management shall provide the final MOU to the Clerk of the Board for inclusion into the official file.

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**RECOMMENDED:** . 2 . З Edwin Lee Mayor Ben Rosenfield Controller 1 or a ree Anne Kronenberg Executive Director, · 11 Department of Emergency Management Mayor Lee **BOARD OF SUPERVISORS** 

1 2		MEMORANDUM OF UNDERSTANDING AMONG
2 3	Cit	y of Oakland, City of San Jose, City and County of San Francisco, County of Alameda, County of
3 4		ntra Costa, County of Marin, County of Monterey, County of San Mateo, County of Santa Clara,
5		County of Sonoma
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7		
8	Thi	s Memorandum of Understanding ("MOU") dated <b>DECEMBER 1, 2017</b> , sets forth the agreements
9	of t	he City of Oakland, City of San Jose, City and County of San Francisco, County of Alameda,
10		unty of Contra Costa, County of Marin, County of Monterey, County of San Mateo, County of
11		nta Clara and County of Sonoma relating to the application for and allocation and distribution of
12	fed	eral Urban Areas Security Initiative ("UASI") Program grant funds and other regional grant funds.
13		
14		This MOU is made with reference to the following facts and circumstances:
15		
16	Α.	The above named cities and counties (collectively, the "Parties" and individually, a "Party") are
17		committed to regional cooperation and coordination in building and sustaining capabilities to
18 <sup>°</sup>		provide the greatest capability for prevention, protection, mitigation, response, and recovery
19		from threats or acts of terrorism and other catastrophic events in the Bay Area region in
20		accordance with grant guidelines. The Bay Area UASI includes the jurisdictions as defined by
21		the U.S. Department of Homeland Security.
22		
23	Β.	Beginning in 2006, the U.S. Department of Homeland Security ("DHS") utilized a "core-city, core-
24		county" concept to determine risk and allocate grant funds. The jurisdictions in the Bay Area
25		UASI used that same concept to establish the Bay Area UASI Approval Authority ("Approval
26		Authority") as the Urban Area Working Group ("UAWG") for the Bay Area UASI, comprised of
27		Representatives from the Urban Area's core cities and counties. In 2008 and subsequent years,
28		DHS used the U.S. Census-determined Metropolitan Statistical Area as a component of its risk
29		methodology and specified that the UAWG take a regional approach to establish representation
30		and membership.
31		
32	C.	In 2006, the core cities and counties of the Bay Area Urban Area – the City and County of San
33		Francisco, the City of Oakland, the City of San Jose, the County of Alameda and the County of
34		Santa Clara – approved a Memorandum of Understanding ("2006 MOU"), followed by a 2007
35		Memorandum of Understanding ("2007 MOU"), that established the objectives, governance
36		structure, responsibilities, reporting structure, and financial agreements to be used in applying
37		for UASI and other federal homeland security grant funding.
38		
39	D.	The Parties updated the 2007 MOU in 2011, and updated the 2011 MOU in 2013. Such updates
40		pertained to the objectives, governance structure, membership, responsibilities, reporting
41		structure, and financial arrangements used by the Bay Area UASI in applying for, allocating and
42		distributing UASI Program grant funding, and other regional grant funds. The 2013 MOU is set
43		to expire on December 1, 2017. The Parties intend that this MOU shall, upon its Effective Date,
44		supersede and replace the 2013 MOU in its entirety.
		1 UASI MOU 2017

- ACCORDINGLY, the Parties agree as follows:
- <u>Bay Area UASI Region Approval Authority</u>: The Bay Area UASI Region Approval Authority ("Approval Authority") shall continue for the purposes and on the terms and conditions set forth below.
  - a. <u>Membership</u>. The Parties shall appoint Members to the Approval Authority as follows: City of Oakland, City of San Jose, City and County of San Francisco, County of Alameda, County of Contra Costa, County of Marin, County of Monterey, County of San Mateo, County of Santa Clara, and County of Sonoma.

<u>Selection of Representatives</u>. Each Party is responsible for selecting primary and alternate Representatives to the Approval Authority. Each Party shall select its own Representatives. Each Party shall designate its Representatives, and may change a Representative designation, by written notice as specified under this MOU, to the General Manager.

- b. <u>Membership Eligibility Requirements</u>. Each Party must be willing and legally able to accept and manage federal homeland security grant funds.
- c. <u>Authority of Representatives</u>. Each Party's primary and alternate Representatives shall be authorized to take action for and speak on behalf of the Party.
- d. <u>Attendance Requirement</u>. If a Party fails to send a Representative to two or more Approval Authority meetings in a calendar year, the Approval Authority may remove that Party as a Member of the Approval Authority by a two-thirds vote. In the event of such a vote, the Party in question will not be eligible to vote on said issue.
- e. <u>Purpose</u>. The purpose of the Approval Authority is to provide effective direction and governance for grant programs under the jurisdiction of the Approval Authority, and to coordinate a regional approach to prevention, protection, mitigation, response and recovery to homeland security threats and hazards in accordance with DHS grant guidelines. To the extent consistent with grant program requirements, the Approval Authority shall:
  - i. Approve the Bay Area UASI Goals and Objectives and THIRA (Threat and Hazards Identification and Risk Assessment), which shall provide focus to grant investments
  - ii. Adopt a regional risk management framework to administer the UASI Homeland Security Grant Program, and related grants, consistent with the grant guidelines and direction provided by the U.S. Department of Homeland Security (DHS) and the California Office of Emergency Services (Cal OES).
  - iii. Approve grant allocation methodologies.
  - iv. Approve all UASI Program and related grant applications.

UASI MOU 2017

89		v. Approve allocation and distribution of grant funds under the jurisdiction of the
90		Approval Authority.
91		vi. Approve an annual budget for the Bay Area UASI Management Team, based
92		on a July 1 – June 30 Fiscal Year.
93		vii. Approve the establishment, purpose, and membership of any advisory bodies
94		whose purpose is to advise the Approval Authority.
95		
96		f. <u>Representatives' Roles and Responsibilities</u> . Each Approval Authority
97		Representative shall:
98		
99		i. Be prepared for and attend all Approval Authority meetings.
100		ii. Communicate with his or her jurisdiction's management staff and
101		stakeholders about the discussions and decisions of the Approval Authority,
102		as permitted by law.
103		
104		g. Urban Area Working Group (UAWG). The Approval Authority shall constitute the
105		primary UAWG for the UASI region, with support from the UASI General Manager
106		and UASI Management Team.
107		
108		h. Other Federal Grants. The Approval Authority may decide to apply the agreements,
109		structures, processes and mechanisms specified in this MOU in applying for,
110		allocating and distributing other types of federal grant funding for the Bay Area UASI
111		region. Any such decision shall be by a two-thirds vote of the Approval Authority.
112		
112		i. Voting. The Approval Authority shall vote according to the following procedures:
114	•	
115		i. All votes of the Approval Authority shall require a majority vote for passage of
115		any item, unless a higher threshold is specified in this MOU or set by the
117		Approval Authority in its By-laws.
117	• •	ii. Each Representative shall have one vote.
118		iii. Each Representative present at a meeting shall vote "yes" or "no" when a
		question is put, unless excused from voting by a motion adopted by a majority
120	•	of the Members.
121		
122		iv. Approval Authority Representatives shall disclose any conflict of interest
123		involved in their voting on an item, and shall, if necessary, request to be
124		excused from the vote on that item.
125	• •	. Other was a shall be a sist of the maximity of the Democratic times and the
126		j. <u>Quorum</u> . A quorum shall consist of the majority of the Representatives on the
127		Approval Authority. A quorum is at least six voting Representatives. The Approval
128		Authority may not meet or conduct official business in the absence of a quorum.
129		
130	•	2. <u>City of Oakland Obligations</u> . During the term of this MOU, Oakland shall designate one
131		primary individual and one alternate as a full voting Member of the Approval Authority.

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<ul> <li>primary individual and one alternate as a full voting Member of the Approval Authorit</li> <li>4. <u>City and County of San Francisco Obligations</u>. During the term of this MOU, San</li> <li>Francisco will provide the following services to the Approval Authority:</li> <li>a. Designate two primary Representatives and two alternates as full voting Member</li> <li>of the Approval Authority.</li> <li>b. Serve as the UASI region point of contact with the U.S. Department of Homeland</li> <li>Security (DHS) and California Office of Emergency Services (Cal OES) in connection</li> <li>with grants under the jurisdiction of the Approval Authority.</li> <li>c. Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval</li> <li>Authority during the term of this MOU, notwithstanding that another Party may</li> <li>indicate its desire to become the Fiscal Agent and may become the Fiscal Agent</li> <li>pursuant to the process determined in the By-laws.</li> </ul>	5
<ul> <li>4. <u>City and County of San Francisco Obligations</u>. During the term of this MOU, San Francisco will provide the following services to the Approval Authority: <ul> <li>a. Designate two primary Representatives and two alternates as full voting Member of the Approval Authority.</li> <li>b. Serve as the UASI region point of contact with the U.S. Department of Homeland Security (DHS) and California Office of Emergency Services (Cal OES) in connection with grants under the jurisdiction of the Approval Authority.</li> <li>c. Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval Authority during the term of this MOU, notwithstanding that another Party may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent pursuant to the process determined in the By-laws.</li> </ul> </li> </ul>	
<ul> <li>Francisco will provide the following services to the Approval Authority:</li> <li>a. Designate two primary Representatives and two alternates as full voting Members of the Approval Authority.</li> <li>b. Serve as the UASI region point of contact with the U.S. Department of Homeland Security (DHS) and California Office of Emergency Services (Cal OES) in connection with grants under the jurisdiction of the Approval Authority.</li> <li>c. Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval Authority during the term of this MOU, notwithstanding that another Party may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent pursuant to the process determined in the By-laws.</li> </ul>	
<ul> <li>a. Designate two primary Representatives and two alternates as full voting Member of the Approval Authority.</li> <li>b. Serve as the UASI region point of contact with the U.S. Department of Homeland Security (DHS) and California Office of Emergency Services (Cal OES) in connection with grants under the jurisdiction of the Approval Authority.</li> <li>c. Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval Authority during the term of this MOU, notwithstanding that another Party may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent pursuant to the process determined in the By-laws.</li> </ul>	
138of the Approval Authority.139b.140Serve as the UASI region point of contact with the U.S. Department of Homeland140Security (DHS) and California Office of Emergency Services (Cal OES) in connection141with grants under the jurisdiction of the Approval Authority.142c.143Authority during the term of this MOU, notwithstanding that another Party may144indicate its desire to become the Fiscal Agent and may become the Fiscal Agent145pursuant to the process determined in the By-laws.	
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<ul> <li>with grants under the jurisdiction of the Approval Authority.</li> <li>Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval Authority during the term of this MOU, notwithstanding that another Party may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent pursuant to the process determined in the By-laws.</li> </ul>	1
142c.Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval143Authority during the term of this MOU, notwithstanding that another Party may144indicate its desire to become the Fiscal Agent and may become the Fiscal Agent145pursuant to the process determined in the By-laws.	
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144indicate its desire to become the Fiscal Agent and may become the Fiscal Agent145pursuant to the process determined in the By-laws.	
145 pursuant to the process determined in the By-laws.	
147 5. Alameda County Obligations. During the term of this MOU, Alameda County shall	
148 designate one primary individual and one alternate as a full voting Member of the	
149 Approval Authority.	
150	
151 6. <u>Contra Costa County Obligations</u> . During the term of this MOU, Contra Costa County	
152 shall designate one primary individual and one alternate as a full voting Member of the	10
153 Approval Authority.	
155 7,557,674,7,64,64,64,7	
155 7. <u>Marin County Obligations:</u> During the term of this MOU, Marin County shall designat	<u>م</u>
156 one primary individual and one alternate as a full voting Member of the Approval	-
157 Authority.	•
158	
159 8. <u>Monterey County Obligations:</u> During the term of this MOU, Monterey County shall	
160 designate one primary individual and one alternate as a full voting Member of the	
161 Approval Authority.	
162	
163 9. <u>San Mateo County Obligations:</u> During the term of this MOU, San Mateo County shall	
164 designate one primary individual and one alternate as a full voting Member of the	
165 Approval Authority.	
166	
167 10. <u>Santa Clara County Obligations:</u> During the term of this MOU, Santa Clara County shal	I.
168 designate one primary individual and one alternate as a full voting Member of the	
169 Approval Authority.	
170	
·	
171 11. Sonoma County Obligations: During the term of this MOU, Sonoma County shall	
172 designate one primary individual and one alternate as a full voting Member of the	
173 Approval Authority.	
174 175 12 Obligations of All Parties All Porties shalls	
175 12. Obligations of All Parties. All Parties shall:	

176 177 178 179 180 181 182	Area Autho basis b. Provi estab	cipate in the implementation of regional projects and initiatives within the Bay Urban Area that are consistent with the mission and decisions of the Approval ority, including participation in the Risk Management Program on an annual de personnel with subject-matter expertise to participate on working groups lished by the Approval Authority and/or the General Manager. Such personnel be authorized to take action for and speak on behalf of the Party.
183		
184	13. <u>General I</u>	vianager.
185	- <b>- - - - - -</b>	
186		Approval Authority shall establish the minimum qualifications for the General
187		ager position, and may establish desired and preferred qualifications.
188		Approval Authority shall select a General Manager.
189 190		General Manager shall be an employee or contractor of the Fiscal Agent. e the City and County of San Francisco is the Fiscal Agent, the General Manager
190		be an employee, and not a contractor, of San Francisco.
191		employing jurisdiction is responsible for the work of the General Manager, and
192		irecting and managing that work consistent with the duties determined and
193		blished by the Approval Authority. Nothing in this Agreement is intended to
195		fere with the right of the employing jurisdiction to take employment action
196	,	rding the employee assigned as General Manager, including but not limited to
197	_	using discipline up to and including termination of employment.
198	-	ndividual selected by the Approval Authority shall be assigned to work full-time
199		e General Manager. The General Manager position shall be funded through
200		t funds.
201	g. Noth	ing in this MOU is intended to interfere with the right of the Approval Authority
202	to re	move the General Manager from his or her role as the General Manager of the
203	Bay A	Area UASI Management Team.
204	14. <u>UASI Ma</u>	nagement Team.
205	,	
206	a. In co	nsultation with the Approval Authority, the General Manager may select
207	•	loyees of the Parties or independent contractors to serve on the Management
208		n. The salaries of those employees assigned to serve on the Management Team
209		be funded through grant funds. Nothing in this MOU is intended to interfere
210		the right of an employing jurisdiction to take employment action regarding an
211	•	loyee assigned to the Management Team, including but not limited to imposing
212		pline up to and including termination of employment.
213		General Manager is responsible for the work of employees assigned to the
214		agement Team, and for directing and managing that work consistent with the
215	-	ral duties determined and established by the General Manager with the
216	emp	loying jurisdiction.
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15. Grants and Contracts Awarded for UASI Grant-Funded Projects. On behalf of, and by a 218 219 vote of the Approval Authority, the Fiscal Agent may apply for federal grant funding for 220 the UASI region. All grants and contracts awarded using UASI Program grant funds 221 received by the UASI region shall conform to all applicable federal and state grant and contracting requirements. 222 223 224 Fiscal Agent. The City and County of San Francisco shall be the Fiscal Agent for the a. Bay Area UASI, notwithstanding that another Party may indicate its desire to 225 226 become the Fiscal Agent and may become the Fiscal Agent pursuant to the process 227 determined in the By-laws. The Fiscal Agent shall serve as the sub-grantee for funds granted by DHS and Cal OES to the Bay Area Urban Area. The Fiscal Agent shall 228 229 provide all financial services and establish procedures and execute sub-recipient 230 agreements for the distribution of grant funds to jurisdictions selected by the 231 Approval Authority to receive grant funds. The Parties understand that until the 232 Fiscal Agent and a sub-recipient jurisdiction fully and finally execute a sub-recipient 233 agreement, the Fiscal Agent shall have no obligation to disburse grant funds to that 234 jurisdiction. The Parties acknowledge and agree that grant decisions are subject to the discretion and decision-making of Cal OES and the Approval Authority. A Party 235 or other sub recipient jurisdiction that takes any action, informal or formal, to 236 237 appropriate, encumber or expend grant funds before final allocation decisions by Cal 238 OES and the Approval Authority, and before a sub recipient agreement is fully and 239 finally executed with the Fiscal Agent, assumes all risk of possible non-allocation or 240 non-reimbursement of funds. 241 b. All requests for funding or reimbursement from the Fiscal Agent shall meet any 242 guidelines and requirements established by the Fiscal Agent. The guidelines may 243 include requirements for record keeping, internal audits, signature authority for 244 approval of reimbursement requests, submission of financial reports, and 245 compliance with professional accounting standards. The Fiscal Agent may recover eligible costs for legal, financial, and other services through the grants administered 246 247 by the Fiscal Agent. 248 c. A Member who is a signatory to this Memorandum of Understanding and who has 249 met all the requirements to hold a seat on the Approval Authority may request to be 250 considered by the remaining Members of the Approval Authority to assume the role 251 of Fiscal Agent at any time during the term of this Memorandum of Understanding. 252 The Approval Authority shall consider the application, along with any applications of 253 other Members, according to the process contained in the By-laws. 254 d. The City and County of San Francisco, as the Fiscal Agent, will file a performance 255 evaluation for the General Manager with input from the Approval Authority, on an 256 annual basis pursuant to the Human Resources Rules of the City and County of San 257 Francisco. 258 16. By-laws. The Approval Authority shall promulgate By-laws to govern implementation of 259 260 this MOU, and to set duties and responsibilities for the General Manager and 261 Management Team. The By-laws shall be consistent with the terms of this MOU. 6

**UASI MOU 2017** 

Wherever the By-laws conflict with the MOU, the MOU controls. The By-laws may be adopted and amended by a two-thirds vote of the Approval Authority.

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

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

19. <u>Effective Date and Term</u>. This MOU shall take effect on **December 1, 2017** ("Effective Date") and shall remain in effect through **November 30, 2021**, unless sooner terminated as provided below ("Term").

**UASI MOU 2017** 

306	20. <u>Termination.</u>	
307		
308	a. Any Party may terminate its participation in this MOU by providing 30 days'	
309	advance written notice of its termination to all Parties and the General Manager.	
310	That Party shall fulfill any grant-related or contractual obligations to the Fiscal	
311	Agent. This MOU shall continue in effect between the remaining Parties.	
312	b. The Approval Authority may terminate any Party's participation in this MOU by a	
313	two-thirds vote, due to failure of the Party to meet the membership eligibility	
314	requirements under Section 1 of this MOU. A Party whose membership in the MOU	
315	is terminated must still fulfill any grant-related or contractual obligations to the	
316	Fiscal Agent.	
317	c. The Approval Authority may terminate this MOU at any time, for convenience and	
318	without cause, by unanimous vote. Any such action of the Approval Authority shall	
319	specify the date on which the termination shall be effective, which date shall be at	
320	least six months from the date of the Approval Authority's action to terminate the	
321	MOU.	
322		
323	21. Jurisdiction and Venue. The laws of the State of California shall govern the	
324	interpretation and performance of this MOU. Venue for any litigation relating to the	
325	formation, interpretation or performance of this MOU shall be in San Francisco, CA.	
326		
327	22. Modification. This MOU may not be modified, nor may compliance with any of its terms	
328	be waived, except by written instrument executed and approved in the same manner as	
329	this MOU.	
330		
331	23. <u>Cooperative Drafting</u> . This MOU has been drafted through a cooperative effort of the	
332	Parties, and all Parties have had an opportunity to have the MOU reviewed and revised	
333	by legal counsel. No Party shall be considered the drafter of this MOU, and no	
334	presumption or rule that an ambiguity shall be construed against the Party drafting the	
335	clause shall apply to the interpretation or enforcement of this MOU.	
336		
337	24. <u>Survival of Terms</u> . The obligations of the Parties and the terms of the following	
338	provisions of this Agreement shall survive and continue following expiration or	
339	termination of this Agreement: Section 17.	
340		
341	25. <u>Complete Agreement</u> . This is a complete agreement and supersedes any prior oral or	
342	written agreements of the Parties regarding the subject matter of this MOU, including	
343	but not limited to the process for applying for and distributing grant funding for the	
344	Bay Area Urban Area. Without limiting the foregoing, this MOU supersedes the	
345	Memorandum of Understanding dated December 1, 2006 and the 2007 MOU, the 2011	
346	MOU, and the 2013 MOU.	
347		
348	26. <u>Severability</u> . Should the application of any provision of this MOU to any particular facts	
349	or circumstances be found by a court of competent jurisdiction to be invalid or	
	8 UASEMOU 2017	

350	unenforceable, then (a) the validity of other provisions of this MOU shall not be
351	affected or impaired thereby, and (b) such provision shall be enforced to the maximum
352	extent possible so as to effect the intent of the Parties and shall be reformed without
353	further action by the Parties to the extent necessary to make such provision valid and
354	enforceable.
355	
356	27. <u>Counterparts</u> . This MOU may be executed in several counterparts, each of which is an
357	original and all of which constitutes but one and the same instrument.
- 358	
359	28. <u>Notice</u> .
360	a. Any notices required hereunder shall be given as follows:
361	
362	If to the City and County of San Francisco, to:
363	Anne Kronenberg, Executive Director
364	Department of Emergency Management
365	1011 Turk Street
366	San Francisco, CA 94102
367	(415) 558-2745
368	Anne.kronenberg@sfgov.org
. 369	and
370	Raemona Williams, Deputy Chief of Administration
371	San Francisco Fire Department
372	698 Second Street
373	San Francisco, CA 94107
374	(415) 558-3411
375	raemona.williams@sfgov.org
·.	
376	If to the <b>City of Oakland</b> , to:
377	Cathey Eide, Emergency Services Manager
378	Oakland Fire Department
379	1605 Martin Luther King Jr. Way, 2nd Floor
380	Oakland, CA 94612
381	(510) 238-6069
382	ceide@oaklandnet.com
383	
384	If to the <b>City of San Jose</b> , to:
385	Raymond Riordan, Director
386	Office of Emergency Services
387	855 N. San Pedro St. 4 <sup>th</sup> Floor
388	San José, CA 95110
389	(408) 794-7055
390	ray.riordan@sanjoseca.gov
391	

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081017 Approval Authority Meeting Agenda Item 3: Appendix A3 2017 Master MOU

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392	If to Alamada County to:	
392 393	If to <b>Alameda County</b> , to: Richard T. Lucia, Undersheriff	
393 394	Alameda County Sheriff's Office	
394 395	1401 Lakeside Drive 12th Floor	
395 396	Oakland, CA 94612	
397	(510) 272-6868	
398	<u>rlucia@acgov.org</u>	
399 ·	If to Contro Costo County to:	
400	If to <b>Contra Costa County</b> , to:	
401	Mike Casten, Undersheriff	
402	Contra Costa County Sheriff's Office	
403	651 Pine Street, 7 <sup>th</sup> Floor	
404	Martinez, CA 94553	
405	(925) 335-1512	
406	mcast@so.cccounty.us	
407		
408	If to Marin County, to:	
409	Robert Doyle, Sheriff	
410	Marin County Sheriff's Office	
411	1600 Los Gamos Dr. #200	
412	San Rafael, CA 94903	
413	(415) 473-7250	
414	S Doyle@marinsheriff.org	
415		
416	If to Monterey County, to:	
417	Gerry Malais, Emergency Services Manager	
418	Office of Emergency Services	
419	1414 Natividad Road	
420	Salinas, CA 93906	
421	(831) 796-1901	
422	malaisg@co.monterey.ca.us	
423		
424	If to San Mateo County, to:	
425	Trisha Sanchez, Undersheriff	
426	San Mateo County Sheriff's Office	
427	400 County Center, 3 <sup>rd</sup> Floor	
428	Redwood City, CA 94063	
429	(650) 599-1662	
430	tsanchez@smcgov.org	
431		
432	If to Santa Clara County, to:	
433	Ken Kehmna, Fire Chief	
434	Santa Clara County Fire Department	
435	70 W. Hedding Street	

436	San Jose, CA 95110
437	(408) 378-4010
438	ken.kehmna@cnt.sccgov.org
439	
440	If to Sonoma County, to:
441	Christopher Helgren, Emergency Manager
442	Sonoma County Fire and Emergency Services Department
443	2300 County Center Drive, Suite 220B
444	Santa Rosa, CA 95403
445	(707) 565-1152
446	Christopher.Helgren@sonoma-county.org
447	
448	
449	b. Notices shall be deemed given when received if given in person, by facsimile or
450	by electronic means (if a record of receipt is kept by the sending party showing
451	the date and time of receipt) or three (3) days following deposit in the United
452	States Mail, postage prepaid, to the addressees set forth in subsection (a) above.
453	c. Any Party may change its contact individual and/or address for notice by giving
454 <sup>·</sup>	written notice of the change to the General Manager.
455	
456	The individuals executing this MOU represent and warrant that they have the legal capacity and
457	authority to do so on behalf of their respective legal entities.
458	
459	The undersigned approve the terms and conditions of this MOU.
460	

461	City of Oakland, California
462	• .
463	Signature:
464	Ву:
465	Title:
466	· · · · · · · · · · · · · · · · · · ·

467	City of San Jose, California
468	
469	Signature:
470	Ву:
471	Title:
472	

## 13 UASI MOU 2017<sup>-</sup>

473	City and County of San Francisco, California					
474						
475	Signature:					
476	Ву:					
477	Title:					
478						

479	County of Alameda, California
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481	Signature:
482	Ву:
483	Title:
484	

485	County of Contra Costa, California					
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487	Signature:					
488	Ву:					
489	Title:					
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491	County of Marin, California
492	
493	Signature:
494	Ву:
495	Title:
496	· · · ·

081017 Approval Authority Meeting Agenda Item 3: Appendix A3 2017 Master MOU

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497	County of Monterey, California
498	
499	Signature:
500	Ву:
501	Title:
502	

503	County of San Mateo, California				
504					
505	Signature:				
506	Ву:				
507	Title:				
508					

509	County of Santa Clara, California					
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511	Signature:					
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513	Title:					
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515						

516	County of Sonoma, California
517	· · · · · · · · · · · · · · · · · · ·
518	Signature:
519	Ву:
520	Title:
521	• · · ·



Edwin M. Lee Mayor

#### Department of Emergency Management

1011 Turk Street, San Francisco, CA 94102

Division of Emergency Communications Phone: (415) 558-3800 Fax: (415) 558-3843

Division of Emergency Services Phone: (415) 487-5000 Fax: (415) 487-5043



Anne Kronenberg Executive Director

#### MEMORANDUM

To:	Mawuli Tugbenyoh
From:	Kristin Hogan
Date:	October 19, 2017
Re:	Resolution Approving the 2017 Urban Areas Security Initiative MOU

The Department of Emergency Management respectfully requests that the Mayor's Office introduce the attached resolution approving the 2017 Memorandum of Understanding (MOU) governing the Bay Area Urban Areas Security Initiative (UASI) at the next meeting (or as soon as possible) of the Board of Supervisors. This MOU updates the 2013 MOU previously approved by the Board of Supervisors, which will expire on December 1, 2017.

#### The Bay Area UASI

The MOU is the governing document establishing the Bay Area UASI, a regional organization that distributes federal homeland security grants throughout the Bay Area. San Francisco has served as both the Fiscal Agent and the Chair of this organization since its inception in 2006. The UASI is currently governed by a 12-member Approval Authority that includes the following jurisdictions: City and County of San Francisco (2 members), City of Oakland, City of San Jose, and the counties of: Alameda, Santa Clara, Marin, San Mateo, Contra Costa, Sonoma, and Monterey, as well as a non-voting member from the California Office of Emergency Services. DEM Executive Director Anne Kronenberg serves as Chair, while SFFD Deputy Chief Ramona Williams is the other San Francisco representative.

#### The 2017 MOU

The 2017 MOU makes no substantive changes to the 2013 MOU. The 2017 MOU was developed collaboratively with all of the member jurisdictions, and was approved unanimously by the UASI Approval Authority at their August 10, 2017 meeting. Each of the member jurisdictions must approve the MOU through their Board of Supervisors or City Council.

The 2017 MOU is attached. Please contact me at (415) 558-3819 or <u>kristin.hogan@sfgov.org</u> if you have any questions or would like additional information.

President, District 5 BOARD of SUPERVISORS



City Hall 1 Dr. Carlton B. Goodlett Place, Room 244 San Francisco 94102-4689 Tel. No. 554-7630 Fax No. 554-7634 TDD/TTY No. 544-5227

London Breed

## **PRESIDENTIAL ACTION**

Date: 11/17/17

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,

Pursuant to Board Rules, I am hereby:

□ Waiving 30-Day Rule (Board Rule No. 3.23)

Title.	

File No.

							·	*, 1		PH	č r
$\mathbf{X}$	Transferri	ng (Board	Rule No 3.3)			•	•	-		Ę.	000
	File N	0.	171158		Mayor					сл С	
					(Pri	imary Spon	sor)		i		
	Title.	Resolu	tion approving	a Memo	orandum o	f Under	stand	ing (M	OU)	with	L
•	•	the Citie	es of Oakland a	nd San	Jose and t	he Coun	ties o	of Alam	eda,		
	From: Government Audit & Oversight					.Comm	ittee				
	To:	Budget	& Finance					Comm	iittee	;	
	Assigning	Tempo	rary Committee	e Appoi	ntment (Bo	ard Rule N	o. 3.1)				
	Super	visor									

Replacing Supervisor

(Datė)

For:

Meeting (Committee

London Breed, President Board of Supervisors

(Primary Sponsor)

Office of the Mayor San Francisco



EDWIN M. LEE

TO:		Angela Calvillo, Clerk of the Board of Supervisors
FROM:	Sol	Mayor Edwin M. Lee
RE: DATE:		Memorandum of Understanding - Urban Areas Security Initiative October 31, 2017

Attached for introduction to the Board of Supervisors is a resolution approving a Memorandum of Understanding (MOU) with the Cities of Oakland and San Jose and the Counties of Alameda, Contra Costa, Marin, Monterey, San Mateo, Santa Clara and Sonoma that provides governance structures and procedures for application, allocation and distribution of federal Urban Areas Security Initiative (UASI) grant funds to the Bay Area Urban Area, as well as for other federal grant funds to the Bay Area Urban Area, as well as for other federal grant funds to the Bay Area Urban Area, as well as for other federal Urban Area, as well as for other Bay Area Urban Area, as well as for other federal grant funds to the Bay Area, as well as for other federal grant funds to the Bay Area, as well as for other federal grant funds to the Bay Area, as well as for other federal grant funds to the Bay Area, as well as for other federal grant funds to the Bay Area, as well as for other federal grant funds to the Bay Area, as well as for other federal grant funds to the Bay Area, as well as for other federal grant funds to the Bay Area Urban Area, as well as for other federal grant funds to the Bay Area Urban Area, as well as for other federal grant funds to the Bay Area Urban Area, as well as for other federal grant funds to the Bay Area Urban Area, as well as for other federal grant funds to the Bay Area Urban Area, as well as for other federal grant funds to the Bay Area Urban Area, as well as for other federal grant funds to the Bay Area Urban Area, as well as for other federal grant funds to the Bay Area Urban Area, as well as for other federal grant funds to the Bay Area Urban Area, as well as for other federal grant funds to the Bay Area Urban Area, as well as for other federal grant funds to the Bay Area Urban Area, as well as for other federal grant funds to the Bay Area Urban Area, as well as for other federal grant funds to the Bay Area Urban Area, as well as for other federal grant funds to the Bay Area Urban Area, as well as for ot

I respectfully request that this item be heard in Budget & Finance Committee on November 16, 2017.

Should you have any questions, please contact Mawuli Tugbenyoh (415) 554-5168.

# Urban Shield 2017: Report Card

STOP URBAN SHTEED END THE MILLITARTE A OF OUR COMMUNELATES

> Stop Urban Shield Coalition September 2017

#### Summary

As an annual SWAT training and weapons expo organized by the Alameda County Sheriff's Office (ACSO) and hosted in the Bay Area, Urban Shield has come under national scrutiny for its role in militarizing police forces, perpetuating racism and xenophobia, and squandering millions of dollars that could be spent on effective emergency response and community preparedness programs.

Members of the Stop Urban Shield Coalition sat on a time limited taskforce that was convened by the Alameda County Board of Supervisors (AC BOS) in January 2017 to assess the impacts of



Urban Shield. The taskforce members were invited to observe Urban Shield 2017. As the Stop Urban Shield Coalition is primarily concerned with the impacts of Urban Shield on communities, members who observed Urban Shield 2017 provided their assessment and compiled this report.

This report card assesses five main areas of concern and ranks each with a grade based on how the areas were observed in Urban Shield 2017. The ranks are based on letter grades, with "A" denoting the most favorable and "F" the least favorable. The report card also assesses how Urban Shield has implemented a set of 12 Principles and Guidelines that were mandated by the AC BOS.

The findings are that Urban Shield dramatically fails in addressing three of the five concern areas: Militarization; Racism, Xenophobia, and Culture; and Surveillance. Additionally, Urban Shield is extremely poor in the remaining two areas of Financial Factors and De-escalation.

Observers also found that the ACSO seemingly willfully ignored the 12 Principles and Guidelines, as the Urban Shield weapons expo and training scenarios were in violation of the majority of the guidelines.

All images in this report card were taken by observers at Urban Shield 2017.

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# **Police Militarization**

Grade:

The foremost concern with Urban Shield has been that the scenarios, trainings, weaponry, and tactics used contribute to the increasing trend of police militarization. Despite claims from the ACSO that the event is geared toward training police officers, observations documented by Stop Urban Shield members show that both the weapons expo and exercises are entirely dominated by a militarized approach.



#### **Observations from the Weapons Expo:**

- Gun and surveillance booths dominated the vendor show. The weaponry was intimidating and reinforces a harmful model for emergency preparedness.
- Equipment was promoted with phrases like: "Military-grade" is "better," and with sales points that technology was developed at Fort Meade, Livermore, Los Alamos, etc.
- Sniper rifle raffle rewarded participants with military-style weaponry
- There was a "Special" on Glock guns for Urban Shield

**Observations from the Training Scenarios:** 

- During a debrief of a scenario, one of the military personnel repeatedly stated that "our worlds are starting to collide" – military and police. Military participants regularly referenced experiences they had in Iraq and Afghanistan, telling police officers to be prepared for those kinds of situations, including dealing with Improvised Explosive Devices (IEDs) and guerrilla warfare.
- SWAT teams ambushed fired first on terrorist role players, who were patrolling a rural area.
- A Colombian colonel serving as an evaluator stated his preference to wanting police to have the same approach and capabilities as the military.
- One participant told observers that the types of trainings Urban Shield provides for SWAT are necessary because the "politically watered down trainings" they receive elsewhere are not sufficient.
- Military fatigues and army camouflage were ubiquitous throughout the trainings.

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- Many participants vendors, role players, evaluators, SWAT team members are current or ex-military.
- The video at the start framed militarization as deep service, honor, protection and work that takes place shoulder to shoulder in their shared fight against evil.
- An FBI personnel serving as a trainer/evaluator repeatedly told SWAT officers that police "are the only ones who can stop this," and "you are the only ones who can help," referring to emergency situations, despite real-life incidents demonstrating that community members often are the quickest and decisive first responders.
- Urban Shield solicited volunteers to play passive victims who are "wounded, frightened bystanders, or disoriented people." In reality, bystanders typically become the most effective first responders,<sup>1</sup> but scenarios instead reinforced police as actors and everyone else as "disoriented."
- In at least one scenario (airplane bomb), SWAT treated victims (passengers) as potential hostiles, cuffing them before bringing them off the plane "just in case." The cuffing was done only by the Berkeley Police Department, but the scenario organizer thought this was fine, so long as they ultimately "neutralized" the shooter(s), as how SWAT teams carry out their work is up to protocol and practice of individual police units.
- Role of EMTs was minimal. In most of the scenarios observed, EMTs were absent. In one scenario (nightclub) they were "integrated" (i.e. brought in after SWAT team had entered first). SWAT team directed them where they wanted them to go.
- Real-life incidents on which scenarios were supposedly based were mostly in other countries (17 out of 29). It does not seem contextual to the US, and certainly not to the daily life and needs in our communities.

<sup>1</sup> Why Ordinary Citizens Are Acting As First Responders in Houston. *The Atlantic.* https://www.theatlantic.com/politics/archive/2017/08/ordinary-citizens-are-first-responders/538233/

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Racism, Xenophobia, and the Culture of Urban Shield



Both the Urban Shield trainings and weapons expo have come under intense criticism for the display and use of racist stereotyping and propaganda materials. Although a t-shirt vendor selling items with the offensive phrase "Black Rifles Matter" was barred from the expo after public outcry, observers noted that much of the expo and trainings were rooted in a deeply polarizing and fear-based mentality. The program and trainings are necessarily structured around a "nexus to terrorism" mandated by the federal



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government, which contribute to an anti-Arab and Islamophobic sentiment.

#### **Observations from the Fair and Training Scenarios:**

- A far-right, extremist militia organization known as the Oath Keepers participated in the Urban Shield fair, and was seen stationed under an official Alameda County Sheriff's Office tent. The Southern Poverty Law Center describes the Oath Keepers as "one of the largest radical antigovernment groups in the U.S. today. While it claims only to be defending the Constitution, the entire organization is based on a set of baseless conspiracy theories about the federal government working to destroy the liberties of Americans."<sup>2</sup>
- Urban Shield contracted Strategic Operations, Inc., which designs military combat role plays with racially derogatory and Islamophobic images, despite rejection of the contract by the Alameda County Board of Supervisors on August 1.<sup>3</sup>
- The "us versus them" and "good guys versus bad guys" terminology was pervasive.
- A military evaluator recently back from Afghanistan stated "you're seeing here what we see there, it's coming up over the border," implying that immigrants crossing into the U.S. are akin to a military threat.
- All "victims" in aircraft scenario are white.
- Image of mentally ill in hospital scenario was heavily stereotyped.

<sup>2</sup> Southern Poverty Law Center's profile of the Oath Keepers. https://www.splcenter.org/fightinghate/extremist-files/group/oath-keepers

<sup>3</sup> https://media-alliance.org/stopping-stops-urban-shield-vendor-vetoed-due-to-racist-stereotyping/

#### Surveillance.

### Grade:

A feature of Urban Shield has been the use and showcasing of highly intrusive surveillance technology. In January of 2017, the AC BOS passed a set of 12 Principles and Guidelines that aimed to mitigate the negative impacts of Urban Shield, with one guideline barring "surveillance training." Despite this policy, Urban Shield continues to include both the use of surveillance technology, as well as surveillance training



#### **Observations from the Weapons Expo:**

- Dressed in military camouflage, California Highway Patrol accompanied a salesperson to test a motion detector that is placed on the outside of a building wall. It shows in red dots where the "targets" are inside of the building.
- Gemalto, a multinational security company, showcased facial recognition technology that will be piloted at Santa Rita Jail this year.

#### **Observations from the Training Scenarios:**

- Urban Shield featured a surveillance drone seminar that was explicitly a training. Police use
  of drones (i.e. for drug raids, not for search and rescue) was central to this seminar, which
  ended with a song: "Every step you take, every move you make, I'll be watching you."
- A Verizon "surveillance trailer" was used in three scenarios according to the vendor.
- Thin floor camera on stick could be slid underneath door to see what's happening in a room, before SWAT enters.
- The Community Emergency Response Team training involved a cell phone app by which neighborhood responders reported events that fed into a platform run by the Northern California Regional Intelligence Center (NCRIC), a local fusion center that has come under criticism for compiling massive databases of information gathered through surveillance and discriminatory reporting practices. Information compiled by NCRIC is shared with federal law enforcement agencies.

#### **Financial Interests**

Grade:

D

The weapons expo overwhelmingly features military equipment and weaponry, exposing the shallowness of claims purporting Urban Shield to be concerned with disaster preparedness. Despite the AC BOS barring the sale or transfer of firearms at the expo, the ACSO raffled off a sniper rifle, making the \$20 tickets available to anyone in attendance.

**Observations from the Weapons Expo:** 



- At Axon booth: Observer: "You paid a lot for this booth." AXON: "ACSO is a big customer" Observer: "And you want to keep it that way." AXON: "That's all stuff that goes on behind the scenes."
- The main purpose of the vendor show vendor show is to market products for sale. The majority of the vendors observers spoke with were seeking to get their products into use during the scenarios, and follow up-with police departments after the expo to make sales.
- One company had a tractor at vendor show, which was "technology in search of a purpose," according to the vendor representative.
- The trainings included Execushield, a group of mercenaries who provide armed security to corporate leaders in places like Mexico, Peru, and the Philippines.

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#### **De-escalation**



With increased attention to police involved shootings across the U.S., many have condemned the "shoot first, ask questions later" approach of law enforcement that has led to serious injury and deofficials engage situations with. For instance, a study of all killings by police officers in 2015 found that at least one in three involved the death of someone who showed signs of mental health issues.<sup>4</sup> The American Public Health Association published a statement in



November 2016 categorizing "law enforcement as a public health hazard," and recommended approaches to a range of situations that utilize de-escalation while decreasing police contact. However, observers found that the trainings of Urban Shield, overwhelmingly and nearly exclusively, encourage police officers to "shoot first, ask questions later."

**Observations from the Training Scenarios:** 

- Of 36 SWAT scenarios, the Sheriff's Office claimed that four rewarded de-escalation. But deescalation tactics were difficult to recognize in the two de-escalation scenarios that we saw.
- An evaluator stated that "it's an automatic shoot" if a suspect approaches an officer.
- One U.S. based scenario was at Children's Hospital, based on a 2010 incident where a man ran into the hospital with a gun. In real life it was dealt with using non-lethal force.<sup>5</sup>
   However the SWAT team was not given non-lethal force to use or any opportunities for de-

<sup>4</sup> Distraught People, Deadly Results. The Washington Post, 2015. http://www.washingtonpost.com/sf/investigative/2015/06/30/distraught-people-deadlyresults/?utm\_term=.dca4fa6eb449

<sup>5</sup> http://www.nbcbayarea.com/news/local/Gunman-Grabs-ER-Worker-at-Oakland-Childrens-Hospital-99621479.html

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escalation during the scenario. The only implied course of action was "shoot to neutralize" or "shoot to kill."

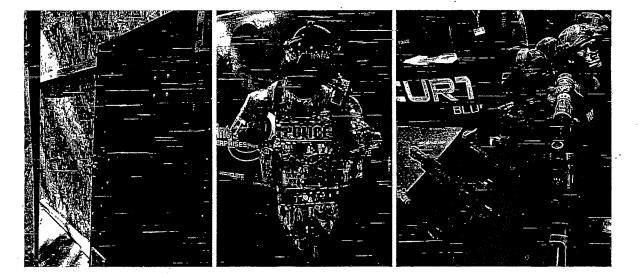
- It was clear that none of the scenarios were designed to practice or train for de-escalation.
- A baton vendor was marketing the batons as peacekeeping tools that limit legal liability for police. They had the capability for dangerous attachments, including blades.
- The competition score sheet that we saw does not reward survival of all parties in ANY scenario.
- "Suspect" role players in observed scenarios were ordered to obey whatever command they received, thus not testing de-escalation skills.
- No time in Urban Shield format to carry out de-escalation, with just 15-20 minutes of actual role play in each scenario. De-escalation is often a much longer process.
- No meaningful discussion or critical engagement in post-scenario debriefs, e.g. "what might you have done differently to result in no deaths." Rather, most debriefs were versions of "good job!"

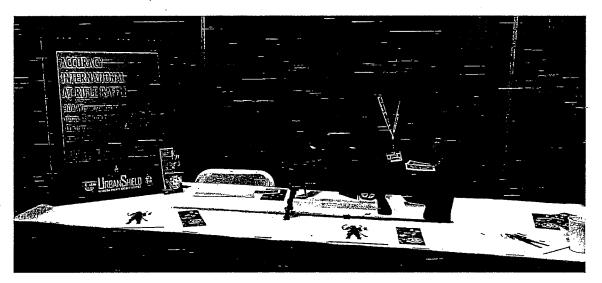
#### The 12 Principles and Guidelines

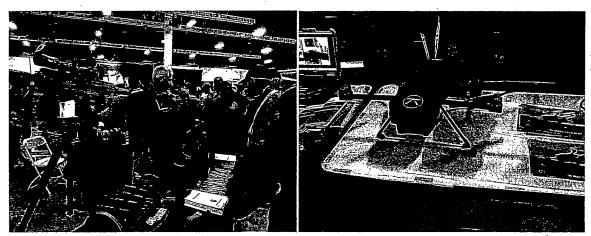
As a result of the increased controversy facing Alameda County for hosting Urban Shield, the Board of Supervisors unanimously passed a set of twelve guidelines for Urban Shield to follow. Although the Stop Urban Shield Coalition believes that the harms and negative impact of Urban Shield cannot be mitigated through implementation of these guidelines, observers noted that the **Sheriff's Office is in non-compliance** with the majority of the guidelines.

Expand community involvement and awareness	<ul> <li>The far-right extremist militia, the Oath Keepers, were stationed in the Urban Shield Fair with the Sheriff's Office.</li> </ul>
Urban Shield will be free from racist stereo-typing	<ul> <li>The "terrorists" in at least one scenario were wearing scarves traditionally worn by people across many Arab and Muslim countries.</li> <li>Strategic Operations, Inc. was present at Urban Shield, despite the fact they were denied a contract with Urban Shield by the AC BOS because of their mannequins that promote racist, stereotyping images of Arabs, Muslims, and people of color as "terrorists" and "criminals."</li> </ul>
Work to expand training the medical profession for critical incidents	<ul> <li>Observers noted in the scenarios they saw that training for medical personnel was minimal, limited, and subject to the complete command and direction of SWAT and law enforcement.</li> </ul>
Urban Shield will not include surveillance training	<ul> <li>A surveillance drone training took place.</li> <li>Weapons expo booths featured surveillance equipment that was used in several SWAT exercise scenarios.</li> </ul>
Continue to examine new technology and equipment	N/A
Urban Shield will not include crowd control training	<ul> <li>No observed crowd control training this year</li> </ul>
Continue to evaluate existing equipment	N/A
Urban Shield will exclude any and all vendors who display derogatory or racist messages in any form	<ul> <li>All participants of the weapons expo were given a "Blue Lives Matter" pin</li> <li>Strategic Operation was present at Urban Shield, despite the fact they were denied a contract with Urban Shield by the AC BOS because of their mannequins that promoted racist, stereotyping images of Arabs, Muslims, and people of color as "terrorists" and "criminals."</li> </ul>
Urban Shield will exclude the sale or transfer of any assault weapons and firearms	<ul> <li>The ACSO raffled off a rifle at the weapons expo</li> <li>Weapons vendors continued to pursue sales of their products</li> </ul>
Will exclude vendors displaying non-law enforcement related tactical uniforms and equipment	<ul> <li>No "non-law enforcement" uniforms and equipment. However, observers noted that the nature of the weapons expo made it clear that promoting military-grade weaponry and equipment was the only goal, rather than promoting disaster response and preparedness.</li> </ul>
Urban Shield will strive to maintain the finest first responder training possible	N/A
Exclude participation from countries with documented human rights abuses	<ul> <li>This year included participation of observers and evaluators from Saudi Arabia, the Philippines, and Colombia – all countries with documented human rights abuses by their police/military.</li> </ul>

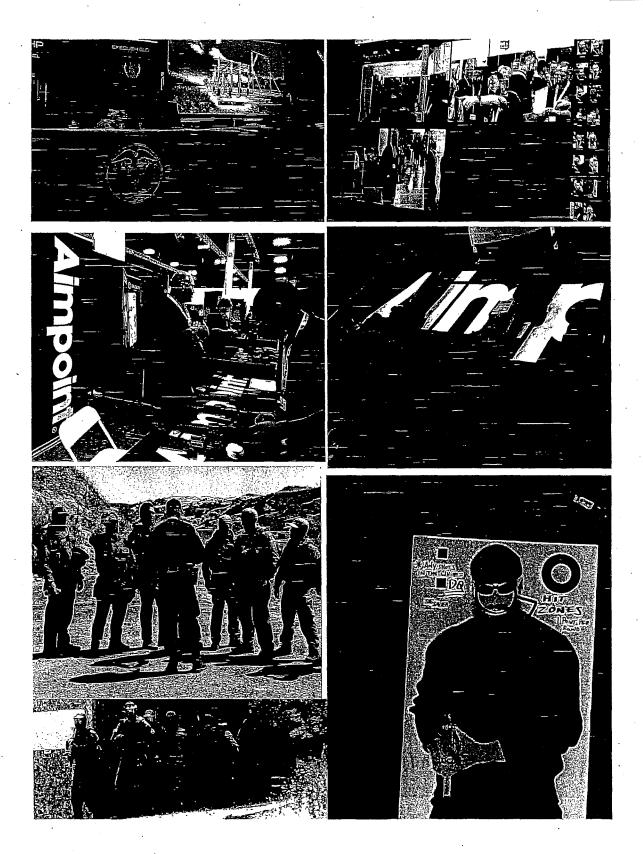
### Inside Urban Shield 2017







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#### Conclusion

The following conclusions were made by observers:

- Urban Shield is fundamentally about "defeating the enemy." This is primarily due to the federally mandated requirement that trainings and exercises of the program have a "nexus to terrorism."
- Urban Shield is structurally unable to address concerns of police militarization, racism, and xenophobia, and is heavily steeped in a warfare culture.
- Though most blatant and egregious displays of racist propaganda have been removed (e.g. "Black Rifles Matter"), the program still uses racist and Islamophobic stereotypes.
- Except for some CERT training, community preparedness and disaster responses that are not based on a militarized threat were virtually nonexistent.
- The Alameda County Sheriff's Office has failed to comply with Principles and Guidelines that were unanimously passed by the Alameda County Board of Supervisors; it is operating in bad faith.
- Lastly, observers concluded that while minor elements of Urban Shield can be modified to address concerns, it is impossible to reform Urban Shield to become beneficial for the communities of Alameda County.

SF Department of Emergency Management Governing Body Resolution to Accept and Expend 2017 Homeland Security & Emergency Preparedness Grants

Presented by Michael Dayton, Deputy Director of Emergency Services



### Background

- A resolution allowing the Department of Emergency Management to accept and expend \$22 million in emergency preparedness grants the San Francisco Bay Area.
- The Department of Emergency Management has received similar emergency preparedness funds since 2006.



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Preparedness the Whole Community for Both Natural and Intentional Disasters

- **Preventing** acts of terrorism
- **Protecting** the whole community from all hazards
- **Mitigating** the impact of future disasters
- Responding quickly to save lives and reduce harm.
- Recovering from disasters in an efficient, effective and equitable way



### Grant Funds in CCSF Primarily Used for Staff Positions

### <u>UASI (14)</u>

Emergency Services Coordinator, Resilience & Recovery Project Manager, Emergency Services Assistant, General Manager, Assistant General Manager, Contract Specialist, Regional Grants Manager, Grants Specialist (2), Regional Project Manager (3), Chief Financial Officer, Grants Accountant

### **DEM (13)**

Lead Exercise Planner, Exercise Planner, Resilience & Recovery Manager, External Affairs Associate, Mass Care & Shelter Planner, Emergency Planner (2), Training Coordinator, Special Events Coordinator, Response Operations Planner, Operations Coordinator, Operations Planner, Department Liaison to NCRIC

### GSA (3)

Neighborhood Hub Planner, Logistics & Mitigation Security Planner, Recovery Support Specialist.

### <u>SFPD (5)</u>

Bay Area UASI Project Manager/Captain, Homeland Security Unit Captain, Homeland Security Unit Analyst, Alert Coordinator, NCRIC Liaison

#### SFFD (3)

Assistant Deputy Chief Homeland Security Division, Local Energy Assurance Plan Assistant Plan Manager, Department Liaison to NCRIC

### SHF(1)

Department Liaison to NCRIC



# Grant funded positions are regional and national resources

- These grants have supported the deployment of more than 200 of our City and County family to help fight fires, assist with law enforcement activities, work in EOCs, local assistance centers, inspect buildings, manage shelters and assist in economic recovery activities.
- These deployments include responding to numerous catastrophic emergencies in austere environments including the North Bay Fires and the Hurricanes Irma and Maria in the U.S. Virgin Islands.



### Collaboration with the Board

- DEM Executive Director served on the Alameda County Board of Supervisors Urban Shield Task Force
- Documented commitment to training and exercises dedicated to prioritized disaster and emergency preparedness

7	WHEREAS, San Francisco's participation in UASI allows it to encourage emergency
8	management and first responder trainings and exercises (including any such trainings and
9	exercises conducted in San Francisco) to prioritize scenarios that integrate elements
10	supporting disaster preparedness; and
11	WHEREAS, The Board of Supervisors encourages City departments to ensure that
12	City employees, in their official capacity, do not attend vendor shows that include military-
13	grade weaponry; and



### **Urban Areas Security Initiative MOU**

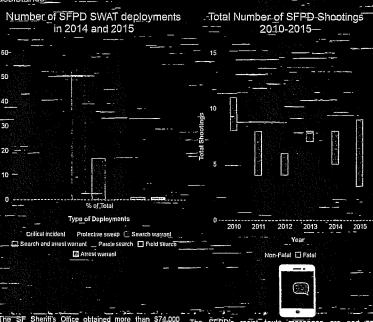
- MOU allows San Francisco to serve as fiscal agent for the Bay Area region
- Allows UASI Management Team to continue critical regional projects
- CCSF Board of Supervisors has approved a similar MOU on four separate occasions.



## San Francisco Can End Urban Shield

Auroan Shteld is a militarized policing program that SFPE participates in annually and San Francisco fiscally sponso

to documents obtained by Since 2010, SFP to documents obtained by Since 2010, SFP uests, SF\_SWAT was deployed fatally. Of those on 2014-2015. 72% of the time people with ments is deployed for serving search, were acting erral parole warrants rather than incident, according regulation, encoding ations requiring specialized tactical



#### Focus on Alternatives to Militarized Pollicing

SF Beard of Supervisors plays an important role in determining the c. form, and, implementation of the frequencies community reduces. Shifting disaster preparedness priorities toward community gin and resilience and away from war gemes and imilitarization is a rent way to demonstrate a commitment to shoring up preparednes threaking the city and county's communities will reader.



MentaliHealith Services stimaedurarsFreeds



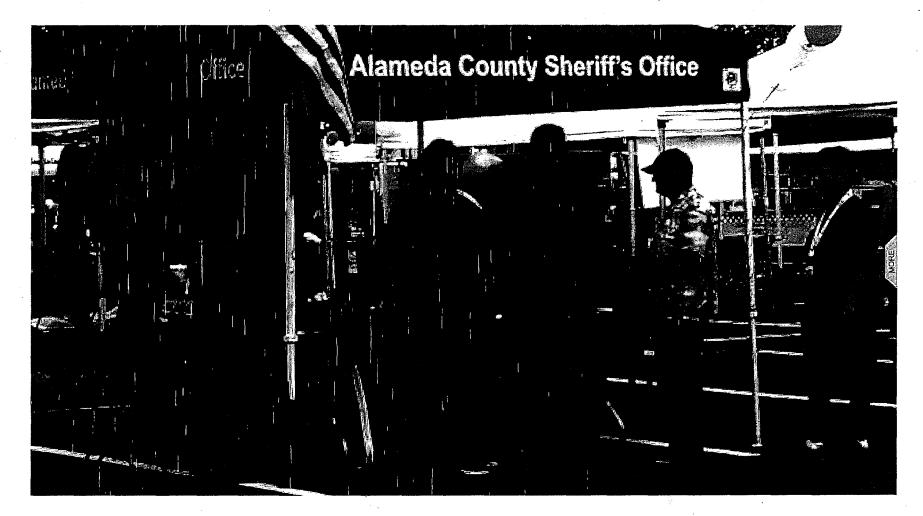
382

Earthquake Preparedness

Affordable Housing

F doesn't need more training in militarized policing

Serves as the fiscal agent for Bay Arear UASI which means ceives all the money from the tederal government, and then 'distr imately allowing Urban Shield to take pace's Sr. Board of Supervi spower to stop this "Demand Sr. Board of Supervisors use their phote san Francisco Gity and County funds to befused for panie ban Shield and to her violent police militarization programs instants. Committo community based safety and emergency preparedness. www.stopunbanshield.orgi



At the Urban Shield 'Community Fair' in San Leandro, the Sheriff's Office hosted the extreme rightwing group "Oath Keepers".



A high-powered sniper rifle was raffled at the Urban Shield 2017 vendor show.



"Mile High Shooting Accessories" was one of many gun dealers present at the 2017 Urban Shield vendor show.

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## **COMPANY OVERVIEW & REGIONAL FOOTPRINT**

### OVER 33 YEARS OF CORRECTIONAL MEDICAL AND MENTAL HEALTHCARE

Correctional Medical Group Companies began in October 1983 as CFMG, the first west coast based, privately owned company designed to provide quality medical, mental health and dental care for county correctional facilities. Over the past three decades we have not only become the largest private provider of correctional healthcare services in California, but also have established ourselves as a leading national provider employing more than 2,000 professionals, serving 57 counties and 100 facilities in 8 states, caring for more than 25,000 inmates.



It is clear to me, as well as members of our staff, that you and your company have become an integral part of our family."

Richard T. Lucia Undersheriff Alameda County, CA



### **OUR STORY**

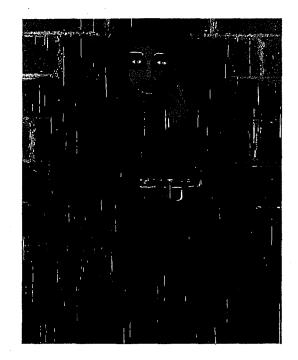
In the beginning our founders were working in a local hospital treating former, or soon to be inmates at the local jail. In time, the founders went to the jail and said, "Our patients are your patients. Let's work together to figure out how to best treat these people." From these first compassionate and passionate conversations, one facility at a time, grew what is today a thriving yet personal healthcare provider that maintains a "patient first" philosophy as it treats thousands of inmates across the country.

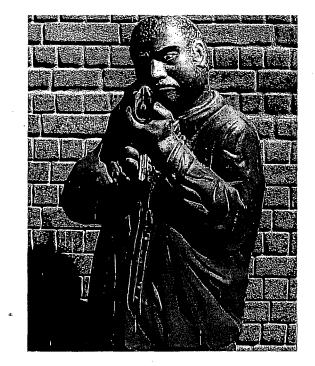


Prices subject to change. Expires 10/15/17\\$\$\$ at x, shipping and registration fees may apply. See website for additional information: www.lcaction.com



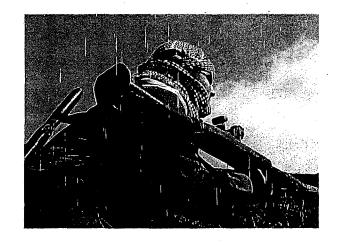
Those playing roles of terrorists in Urban Shield 2017 scenario wore kuffiyehs, an indicator that they were Arabic.





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Human figure targets from Strategic Operations, Inc. web site for "Hyper-realistic" training. Contract with Strategic Operations, Inc. was cancelled by Alameda Co. Board of Supervisors because it violated guideline against use of racist stereotypes.



From:Board of Supervisors, (BOS)Sent:Friday, December 01, 2017 10:08 AMTo:BOS-Supervisors; Young, VictorSubject:FW: FULL SUPPORT FOR URBAN SHIELD 2018Attachments:US 2017 letter.docx; Urban Shield Notes Intro Final1 SigsT.docx; Urban Shield MCI Training<br/>Scenario 2016 Final1.docx

Importance:

High

From: Arnie [mailto:aspanjers@comcast.net] Sent: Wednesday, November 29, 2017 10:00 PM To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org> Cc: sunslin@gmail.com Subject: FULL SUPPORT FOR URBAN SHIELD 2018 Importance: High

Dear Sandra Lee Fewer, Mark Farrell, Aaron Peskin, Katy Tang, London Breed, Jane Kim, Norman Yee and Jeff Sheehy,

As a long time Bay Area resident, current property owner in San Francisco, and **retired Emergency Physician**, **I am strongly in favor of continuing Urban Shield for 2018 and beyond**. I am presently at the National Healthcare Coalition Preparedness Conference in San Diego and will be unable to attend your session.

Having participated in Urban Shield for the last 4 years I have experienced first-hand the benefits of the training exercises. **The 2017 Exercise featured a response (to a simulated night club shooting)** by many healthcare providers in which we set up a Mobile Field Hospital near the USS Hornet in Alameda.

Also, since I have limited time to express my support for this valuable Urban Shield training, I am attaching 3 documents. Attached are:

- 1. A current letter from one of my colleagues, with which I am in full agreement.
- 2. A 2016 letter from myself and previous Urban Shield participants to the Alameda County Board of Supervisors.
- 3. A description of the Urban Shield Scenario from 2016 to the Alameda County Board of Supervisors.

Please feel free to contact me for further information or endorsement.

Sincerely,

Arnold Spanjers MD 925 719-7207

Sent from Mail for Windows 10

#### To whom it may concern,

In light of the recent tragedy in Las Vegas and continued threats of both man made and natural disasters, the importance of readiness for mass casualty events cannot be understated. The high fidelity disaster simulation exercise that is Urban Shield prepares our first responders, law enforcement entities and area hospitals (both trauma and non trauma centers) for this response. It is an exercise that very closely replicates real life in comparison with other training exercises across the country. It is thus a real life sandbox for us to practice our disaster response plans.

Because this is a multidisciplinary training exercise, hospitals from all over the Bay Area are able to interface and collaborate with EMS and Law Enforcement. As a result, improved communications and the ability to test out mass casualty mitigation strategies will make our response more efficient. This will translate into a response that is planned and practiced rather than reactive, thereby saving more lives in the communities in which we live.

The hospital response segment of Urban Shield continues to grow and has allowed us to share best practices with each other. By becoming familiar with each other's processes, this will help us be more effective in identifying ways to provide mutual aid to other facilities should a mass casualty event occur. Urban Shield also offers the unique opportunity for front line providers to see what each branch encounters in responding to such events.

Now more than ever, it is important to continue support Urban Shield for the valuable training it provides our first responders and front line staff.

#### Sincerely,

Sun Lin MD Emergency Department Physician Alameda County

## Dear Alameda County Board of Supervisors Haggerty, Valle, Chan, Miley and Carson,

**Subject**: Ardent Support for Urban Shield (US) by Members of the Medical Community

**From:** Physicians, Nurses, Paramedics, EMTs, ED Staff, OR technicians and other Medical Providers who have participated in Urban Shield exercise(s)/training

This letter is sent to you to encourage the continued support and funding by Alameda County of the Urban Shield program. As members of the community who share the responsibility of providing immediate assistance and care to victims of terrorist attacks and other disasters, whether man-made or natural, we have seen the benefits that this program provides to insure the safety and welfare of our community. As annual participants in the Urban Shield exercises/training events who have seen first-hand the value of this type of interaction, we are grateful for the County's past support and funding of this potentially life-saving project and urge continued support and funding for this program.

**Background:** Urban Shield is a unique, one-of-a-kind, progressive training exercise that allows Law Enforcement, EMS and Medical Practitioners to learn, train and work together. It combines Law Enforcement (LE) training/competitions/activities with life-saving education for LE, EMS and hospital medical personnel.

2016 celebrated Urban Shield's Ten Year Anniversary and serves as a model for similar exercises in other parts of the country.

Due to changes in terrorist/perpetrator tactics over the years, Urban Shield's training and emphasis have undergone an evolution to meet the ever-changing and challenging demands.

The developing theme of "Stop the Killing; Stop the Dying" describes a paradigm shift promoted by EMS cooperation with LE.

**Purpose/Need:** Unfortunately, man-made disasters such as Mass Shootings, Terrorist Events, Bombings are becoming more frequent. In addition, we face the risk of Natural Disasters including the increasing probability of a major Earthquake in the SF Bay Area.

**Correction of Misconception**: The overarching Goals and Objectives of Urban Shield are to achieve the best outcome for the victims of these events under extremely taxing circumstances and have <u>nothing to</u> <u>do with the militarization of our law enforcement professionals</u>. In addition, Urban Shield promotes the protection of medical providers, teamwork, understanding and delivery of life-saving care in dangerous, unpredictable situations.

#### **Urban Shield Benefits**:

- Concepts adaptable to All-Hazard situations (e.g. earthquakes, fires, pipeline explosions, air crashes, etc.)
- Training which empowers first responders to begin life-saving interventions until the rest of the medical system is mobilized
- Excellent realistic training for catastrophic trauma, something medical providers are not exposed to every day
- Links LE, EMS, Hospitals with other disciplines; completes the "chain" of care
- Provides an opportunity to experience others' environments
- Promotes understanding, cooperation and coordination of efforts
- Provides invaluable "hands-on" training/education

**Corollary/Downside:** If not continued/funded all of the above benefits, advantages, values will be lost. Our community will be less prepared when any such Hazard occurs.

Thank you for your kind and thoughtful consideration and support in continuing the funding for Urban Shield. Please feel free to contact us for any additional information or testimony.

Attached is a summary of the activities during the 2016 event.

Sincerely,

Arnie Spanjers MD Emergency Physician, Alameda County

Mark Tanaka MD Emergency Physician, Alameda County

Aaron Goldfarb DO Physician Emergency Physician, Alameda County

Dina Zugar RN Emergency Dept. Nurse, Alameda County

Wayne Musgrove RN, BSN, CCRN ICU Nurse, San Jose

Michael J. Esteban MD Hospitalist

Leslie Nguyen Student Nurse Sun Lin MD Emergency Physician, Alameda County

Diana Matthews RN Emergency Dept. Nurse, Alameda County

Shirley M. Young RN, MS Marin County Medical Reserve Corps

Brenda S. Maron RN Emergency Dept. Nurse

Andrew Hong EMT

Daniel Berger EMT.

Christopher Wan MD Emergency Physician, Alameda County Cindy Carrol RN, MSN Emergency Dept. Nurse, Santa Clara

Mike Jacobs EMT, MBA Alameda County

Alex Katz MD Emergency Physician, Alameda County . Allan Kamara RN Emergency Dept. Nurse, Santa Clara

Mark Nepomnyshchi RN Emergency Dept. Nurse, Santa Clara

Marta Olvera RN Emergency Dept. Nurse, Santa Clara

Jenny C. Mendenhall BSN RN CHSE CNOR Clinical Practice Consultant Perioperative Svcs

Lisa Hung DO Emergency Physician, San Jose

Kevin Norberg RN BSN Care Manager

Jose Cajanding RN

Steven DeFord MD FACEP FAWM Emergency Physician, Alameda County

Michelle Heckle Emergency Manager UCSF

Corrine Johnson RN Care Manager, Quality Liaison

Chris Winsteado-Derlega MD MPH Emergency Medicine Resident

#### **EMAIL COMMENTS**

Hi Dr. Spangers,

Yes, I agree with the contents of the letter, and certainly want Urban Shield to continue. Thank you for including me.

Kevin Norberg RN BSN

Care Manager

I've worked Urban Shield multiple times over the past few years, and I have found it to be invaluable training to allow first responders to better serve our communities. The scenarios train first responders to protect our communities from and respond to terrorist and other uncommon, but high-impact threats. There is nothing in this training about response to civil protest and nonviolent activism.

#### Steven DeFord, MD

Member of the American College of Emergency Physicians Fellow of the Academy of Wilderness Medicine

Dr. Spanjers

I am a local Emergency Medicine resident, who participated in the 2016 urban shield. I thoroughly enjoyed this unique opportunity and learned valuable experiences that are so unique to the urban shield experience in regards to disaster/MCI planning and training. Thank so.

Chris Winstead-Derlega MD MPH PGY1

Jennifer Cheng DO

**Emergency Physician** 

Alameda County

Drew Baker MD Emergency Physician, Alameda County Robert Fan MD Emergency Physician, Alameda County

Randall Rentschler RN, BA, CNOR, CSSM Level II Trauma Center Ron Shuman EMT-P Alameda County

#### **E-MAIL COMMENTS**

To whom it may concern. I agree strongly that the continuation of Urban Shield is paramount. As a nurse it helps me to understand and support MCI (multi-casualty incidents) and understand the

resource need and the time management challenges that only practice provides. It is not if one of these scenarios will occur, it is when.

Respectfully submitted,

Randall Rentschler RN, BA, CNOR, CSSM

#### **Urban Shield MCI Training Scenario 2016**



This year's scenario was a **Mass Casualty Incident (MCI) based on a building explosion** with elements of the Oklahoma City (Alfred P. Murrah Federal Building; 1995) and Boston Marathon (2013) bombings.

Staged at the Alameda County Fire Training Center in San Leandro, the scene included large numbers of trauma victims portrayed by live volunteers in Hollywood-style makeup and supplemented with manikins.

Educational aspects of the triage and treatment of blast casualties including crush injuries and traumatic amputations were presented. Participants practiced the management of massive hemorrhage with the use of pressure dressings, hemostatic agents and tourniquets.

Urban Search and Rescue (USAR) Team simulation of rescue and hand-off of "victims" to the EMS personnel and subsequent treatment by EMTs, Paramedics, Nurses, PAs, NPs, Physicians, etc. were initiated.

The following elements were included:

- Immediate Triage with Life-Saving Interventions
- Field Treatment
- Secondary Triage
- Communications
- Exchange of Field Information
- Ambulance Strike Team Deployment (using actual transport units)
- Activation of the Hospital Incident Command System (HICS) for Management in Hospital Setting
- Reception and Treatment of Casualties by Mobile Field Hospital Personnel

These activities, supplemented with the above-mentioned training and joint debriefings, allowed medical personnel to interface with other disciplines; giving them a chance to work in the others' environments.

The scenarios were repeated multiple times, allowing participants to switch roles and experience different aspects of the response.

As a result, average medical personnel, not often exposed to these types of situations/injuries, received valuable training and insight, which promotes understanding, coordination and cooperation in the event of a disaster.

Note: The Scenarios for Urban Shield vary from year to year.

In **2015** the EMS/LE/Medical Scenarios were staged at a decommissioned/retired hospital in Hayward, which included a hostage takeover of the ER, terrorist bombing in the parking lot and a Mass Casualty Incident.

In 2014 the setting was at Las Positas College in the school theater and on campus grounds.

