

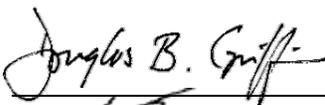
**CITY OF PALMER
ACTION MEMORANDUM No. 12-025**

Subject: Authorize the City Manager to Negotiate and Execute an Agreement with POWTEC, LLC to Develop the City of Palmer Continuity of Operations Plan (COOP)

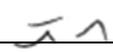
Agenda of: March 13, 2012

Council Action: Authorized

Approved for presentation by:

City Manager 
City Attorney 
City Clerk 

Certification of Funds:

| | |
|--|--|
| Total amount of funds listed in legislation: | \$ <u>39,650</u> |
| This legislation (√): | |
| <input type="checkbox"/> Has no fiscal impact | |
| Creates: | |
| <input type="checkbox"/> A negative fiscal impact in the amount of: | \$ _____ |
| <input type="checkbox"/> A positive fiscal impact in the amount of: | \$ _____ |
| <input checked="" type="checkbox"/> Funds are budgeted from this (these) line item(s): | |
| ➤ 08-01-10-6930 | |
| <input type="checkbox"/> Funds are not budgeted. Budget modification is required. Affected line item(s): | |
| ➤ | |
| Unrestricted/undesignated fund balance (after budget modification) | \$ _____ |
| Director of Finance signature certifying funds: | <u></u> |

Attachment(s):

- Bid Tabulation for RFP No. 12-01PS
- COOP Plan RFP
- Notice of Intent to Award
- Professional Services Agreement
- Newspaper advertisement
- Resolution No. 10-074

Summary statement: On January 16, 2012, the City issued Request for Proposals No. 12-01PS for the Development of the City's Continuity of Operations Plan (COOP). The development of the COOP Plan is entirely grant funded (\$45,000) by the State of Alaska Department of Homeland Security and Emergency Management (DHS&EM). There is no match requirement for the City.

The RFP was advertised on January 22 and January 29, 2012, in the Anchorage Daily News. Bids were opened in Palmer City Hall on February 9, 2012 at 2:00 PM. Four companies responded to this RFP. Responding companies and their bid prices were:

| | |
|-------------------------|--|
| BOLD Planning Solutions | (\$34,300) |
| BDA Global | (\$99,180 plus \$10,530 in estimated travel costs) |
| MTSS IT | (\$56,430.40) |
| POWTEC, LLC | (\$39,650) |

The successful development of a COOP Plan necessitates the consultant spending a great deal of time with City staff. The only in-state respondent was POWTEC, LLC. The RFP responses were evaluated by five City employees: The Director of Public Safety; the City Clerk; Police Chief; Fire Chief; and the Director of Community Development. Each evaluator worked independently to ensure the integrity of the process. The Director of Public Safety did background interviews.

Each evaluator scored POWTEC, LLC as the best proposal. The Notice of Intent to Award was issued to all respondents on February 23, 2012, and was based upon the point scores in the bid tabulations. The maximum score was 420. The following scores were tabulated:

| | |
|-------------------------|-----|
| BOLD Planning Solutions | 321 |
| BDA Global | 243 |
| MTSS IT | 232 |
| POWTEC, LLC | 401 |

Administration recommendation: Approve action memorandum 12-025.

Continuity of Operations Plan

| | | Criteria | Weight | | | | |
|---------------|--|----------|--------|------------|------------|------------|------------|
| Evaluator 1 | | | | POWTEC | MTSS IT | BOLD | BDA |
| | Prior verifiable experience in developing COOP Plans | 30 | | 30 | 30 | 30 | 30 |
| | Ability to Collaborate with multiple City depts and private sector | 20 | | 18 | 10 | 10 | 10 |
| | Representative examples of COOP Plans | 30 | | 30 | 0 | 15 | 0 |
| | References (minimum of 3) pertain to contractor's ability | 20 | | 18 | 18 | 17 | 18 |
| | Subtotal | | | 96 | 58 | 72 | 58 |
| Evaluator 2 | | | | POWTEC | MTSS IT | BOLD | BDA |
| | Prior verifiable experience in developing COOP Plans | 30 | | 30 | 20 | 25 | 30 |
| | Ability to Collaborate with multiple City depts and private sector | 20 | | 15 | 15 | 20 | 20 |
| | Representative examples of COOP Plans | 30 | | 25 | 0 | 25 | 0 |
| | References (minimum of 3) pertain to contractor's ability | 20 | | | | | |
| | Subtotal | | | 70 | 35 | 70 | 50 |
| Evaluator 3 | | | | POWTEC | MTSS IT | BOLD | BDA |
| | Prior verifiable experience in developing COOP Plans | 30 | | 30 | 23 | 27 | 25 |
| | Ability to Collaborate with multiple City depts and private sector | 20 | | 20 | 15 | 17 | 15 |
| | Representative examples of COOP Plans | 30 | | 25 | 3 | 25 | 5 |
| | References (minimum of 3) pertain to contractor's ability | 20 | | | | | |
| | Subtotal | | | 75 | 41 | 69 | 45 |
| Evaluator 4 | | | | POWTEC | MTSS IT | BOLD | BDA |
| | Prior verifiable experience in developing COOP Plans | 30 | | 30 | 30 | 25 | 25 |
| | Ability to Collaborate with multiple City depts and private sector | 20 | | 20 | 18 | 20 | 15 |
| | Representative examples of COOP Plans | 30 | | 30 | 0 | 20 | 0 |
| | References (minimum of 3) pertain to contractor's ability | 20 | | | | | |
| | Subtotal | | | 80 | 48 | 45 | 40 |
| Evaluator 5 | | | | POWTEC | MTSS IT | BOLD | BDA |
| | Prior verifiable experience in developing COOP Plans | 30 | | 30 | 30 | 30 | 30 |
| | Ability to Collaborate with multiple City depts and private sector | 20 | | 20 | 20 | 20 | 20 |
| | Representative examples of COOP Plans | 30 | | 30 | 0 | 15 | 0 |
| | References (minimum of 3) pertain to contractor's ability | 20 | | | | | |
| | Subtotal | | | 80 | 50 | 65 | 50 |
| Totals | | | | 401 | 232 | 321 | 243 |

CITY OF PALMER, ALASKA

Request for Proposals

Continuity of Operations Plan

1/16/2012



CITY OF PALMER, ALASKA
DEPARTMENT OF PUBLIC SAFETY
231 W. EVERGREEN AVENUE
PALMER, AK 99645
(907) 745-3271
WWW.CITYOFPALMER.ORG

January 16, 2012

REQUEST FOR PROPOSALS NO. 12-01PS
FOR
CONTINUITY OF OPERATIONS PLAN

Dear Proposer:

The City of Palmer is now accepting proposals for the writing of the City's Continuity of Operations Plan (COOP). Instructions for preparation and submission of a proposal are contained in this package.

All proposals must be submitted in a sealed envelope and clearly marked in the lower left hand corner "Proposal No. 12-01PS—COOP Plan". All proposals must be received no later than 2:00 PM on Thursday, February 9, 2012 in the Palmer City Hall at 231 W. Evergreen Avenue, Palmer, AK 99645. All proposals will be publicly opened in City Hall at that time. One original and five copies of the proposal must be submitted. No proposals or modifications to proposals may be made by telephone or fax. A proposal may be withdrawn and resubmitted if done prior to the above deadline. Such request for withdrawal shall be in writing.

Thank you for your interest in doing business with the City of Palmer.

Sincerely,

Jonathan Owen

Director of Public Safety

Section I

INFORMATION AND INSTRUCTIONS

1.0 Submission Requirements

- 1.1 The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked **Continuity of Operations Plan**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before the scheduled closing time.
- 1.2 **Proposal Format:** Proposals shall be submitted in the following format and include the following information:
- 1.2.1 Detailed description of services as described within each Scope of Work as requested;
 - 1.2.2 Fee proposals per instructions signed by responsible party;
 - 1.2.3 Contact names of references with phone numbers;
 - 1.2.4 Any additional information pertinent to the proposal.
- 1.3 It is the sole responsibility of the proposer to assure that they have received the entire Request for Proposal (RFP).
- 1.4 Proposers will be notified in writing of any change in the specifications contained in this RFP.
- 1.5 No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Palmer ("City"). No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.
- 1.6 **Right of Rejection and Clarification:** The City reserves the right to reject any and all proposals and to request clarification of information from any proposer. The City is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.
- 1.7 **Request for Additional Information:** Prior to the final selection, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.

- 1.8 **Denial of Reimbursement:** The City will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.
- 1.9 **Gratuity Prohibition:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, or agent of the City for the purpose of influencing consideration of this proposal.
- 1.10 **Right of Withdrawal:** A proposal may be withdrawn and resubmitted if done prior to the above deadline. Such request for withdrawal shall be in writing.
- 1.11 **Right of Negotiation:** The City reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.
- 1.12 **Right of Rejection of Lowest Fee Proposal:** The City is under no obligation to award this project to the proposer offering the lowest fee proposal. Award shall be made to the person determined by the City to be the best qualified, and shall be for an amount of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best qualified person or firm, negotiations shall be formally terminated with that person. If more than one person or firm that is determined to be qualified submitted proposals, negotiations may be conducted with the next person or firm, in order of their respective qualification ranking. The contract may be awarded to the person or firm then ranked as best qualified if the amount of compensation is determined to be fair and reasonable.
- 1.13 **Business License:** Palmer Municipal Code, Chapter 5.04, requires that all businesses conducting business within the boundaries of the City have a current business license issued by the City. Prior to any award as a result of this solicitation, the Contractor may be required to provide proof that they have a current City of Palmer business license or proof that they have applied for one. Copies of this City code and instructions for obtaining a business license may be obtained at the City Finance Department, Palmer City Hall, 231 W. Evergreen, Palmer, AK 99645 or by calling 907-745-3271. Additional information is available on line at www.cityofpalmer.org.
- 1.14 **Exceptions to the RFP:** Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.
- 1.15 **Indemnification:** Proposer, at its own expense and without exception, shall indemnify, defend, and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Palmer, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.

1.16 **Rights to Submitted Material:** All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City when received.

1.17 **Basis of Award:** Proposals will be evaluated according to the following criteria and weight at a minimum:

1.17.1 Prior verifiable experience in developing Continuity of Operations Plans (“COOP”) (30 points)

1.17.2 The ability to collaborate with multiple City departments and with private sector groups if needed to provide a comprehensive plan overview. This may include distance coordination and facilitation of meetings (20 points)

1.17.3 Representative examples of COOP plans (30 points)

1.17.4 A minimum of 3 references pertaining to the Contractor’s ability to complete the COOP (20 points)

Proposals shall be evaluated by the Director of Public Safety, the Fire Chief, the Police Chief, the Director of Community Development, and the Public Information Officer. The City administration intends to make a recommendation for contract award based upon what is in the best interests of the City. Each proposal will be rated independently. The total score will be based upon the average of each independent evaluation. The City reserves the right to reject any and all proposals submitted.

The selected proposal shall be open for inspection after a recommendation of award has been issued. All scored proposals submitted shall be open for inspection upon execution of an agreement resulting from this solicitation. Proposers should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded.

1.18 **Copies:** An original and five (5) copies of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

1.19 **Contacts:** Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. Questions regarding this RFP should be directed in writing (the question and response will be shared with each proposer) to:

Jonathan Owen

Director of Public Safety

(907) 745-4811

Email: jcowen@palmerpolice.com

1.20 **Submittal of Qualifications:** Proposers shall submit experience and qualifications as described below. Additional information may be submitted as appropriate to further describe proposer's capabilities.

1.20.1 List of clients and contact names

1.20.2 List of COOP plans written by proposer, including those in Alaska

1.21 **Contract:** The City reserves the right to negotiate the final contract terms with any proposer selected. The contract between the parties will consist of the RFP, including the professional services agreement form, together with any modifications thereto, and the awarded proposer's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

1.22 **Termination and Agreement for Cause:** If, through any cause, the contractor shall fail to fulfill in a timely and appropriate manner the obligations under this Agreement or if the consultant violates any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

1.23 **Execution of Agreement:** The proposer whose proposal is accepted shall execute the Agreement and furnish the required insurance within ten (10) working days after Palmer City Council approval of the award. The Agreement shall be considered executed by the successful proposer when an authorized representative of the proposer signs the Agreement and the insurance certificate(s) are received by the Director of Public Safety. Failure or neglect of the proposer to execute the Agreement within the time specified may result in the award of the Agreement to the next selected proposer. The City will execute the Agreement within ten (10) working days after execution by the proposer as set forth above. The date the Agreement is executed by the City is the Agreement Date. The rights and obligations provided for in the Agreement shall become effective and binding upon the parties on the Agreement Date.

1.24 **Insurance Requirements:** The successful proposer will be required to submit a certificate of insurance as detailed in the Professional Services Agreement. The workers compensation insurance requirement will be waived if the winning proposer is a sole proprietor and has no employees.

1.25 Proposer's response to this RFP shall constitute an agreement to all terms and conditions specified in the RFP, except such terms and conditions that the proposer expressly excludes, which must be written in ***bold, italicized, and underscored font***. Exceptions will be taken into consideration as part of the evaluation process.

1.26 Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any proposer misrepresentation may be treated as fraudulent concealment from the City of the true facts relating to the proposal.

1.27 All interested and qualified proposers will be considered, but not every proposer need be interviewed.

1.28 The City is an equal opportunity employer and complies with Title I of the Americans with Disabilities Act as Amended. Proposers who need accommodation to respond to this RFP may call the Director of Public Safety at 907-745-4811.

Section II

SCOPE OF WORK

2.1 Purpose:

Government has a fundamental responsibility to provide uninterrupted essential services to the public, regardless of circumstances. For this reason, the City of Palmer (“City”) needs to ensure the continuity of its essential functions across a wide range of emergencies and events through the development of a Continuity of Operations Plan (COOP). A completed and fully functional COOP plan for each City department as a part of an overall plan for the City will ensure that the City government can effectively function through extraordinary circumstances and events.

2.2 Process:

The following, at a minimum, shall be included in the contractor’s process:

- Planning workshops with staff of each City department
- Leadership briefings including department heads
- Engage external partners in the planning process
- Data collection through workshops and interviews
- Fostering employee awareness and desired results
- Writing the plan
- Development and facilitation of tabletop exercises
- Identifying and reconciling shortfalls
- Employee training
- Address each of the plan components described below
- Finalize plan

2.2.1 Meetings/Workshops

The consultant shall have in-person project development meetings and workshops with appropriate City staff as necessary to effect successful project completion. All costs of participating in the project development meetings scheduled shall be included in the proposal for services.

The fact finding, research, and data collection conducted by the consultant for each City department plan must include direct contact and dialogue with staff in all the respective City departments. While each City department will have its own individual COOP plan there must be an overall nexus between each department’s processes and procedures.

2.3 Components

The COOP plan will include, but not be limited to:

2.3.1 Essential Functions

Facilitate identification of the essential functions performed by each City department, and the City Council, and prioritize those that must be conducted under all circumstances.

Identify resources to include: staffing requirements and rosters of personnel with the authority to perform each essential function; mission critical data and data systems; and support activities to ensure essential functions can be performed as efficiently as possible during emergency situations.

Provide a plan, including a checklist, for each City department, to attain operational capability within 12 hours following an event.

Identify and establish processes and procedures to acquire resources necessary to continue essential functions and sustain operations for up to 30 days.

2.3.2 Line of Succession/Delegation of Authority

Identify lines of succession for leadership and essential positions for each City department.

Establish rules and procedures for implementing orders of succession and delegating authority to include initiating conditions, notification methods limitations, and terminating conditions.

Develop a plan for executive decision making and the authority necessary for COOP activation/execution and relocation.

2.3.3 Alternate Facilities

Determine and recommend requirements for alternate sites for each City department and the City Council to use upon activation of their COOP plan to include: space, equipment, pre-positioned resources and/or contingency contracts, a source of logistical support, services, infrastructure systems, and physical security.

Plan to sustain operations for up to 30 days.

2.3.4 Interoperable Communications

Create an interoperable communications plan, including redundancies, to service the needs of all identified essential internal and external entities including: City departments; critical customers; the public; local governments; and emergency operations at the local, regional, and state levels.

Develop procedures and plans for access to data and systems necessary to conduct essential activities and functions.

Interoperable communications must be redundant (back-up options functional), available within 12 hours of COOP activation and sustainable for up to 30 days.

2.3.5 Vital Records and Databases

Create a system whereby essential emergency operating plans, including lines of succession; delegations of authority; staffing assignments; policy or procedural records, and references for performing essential functions are identified and available.

Plan for the access to, and retention of, essential legal/financial records, such as accounts receivable; contracting and acquisition files; official personnel files; Social Security, payroll, retirement, and insurance records and property management and inventory records.

Develop provisions for: classified or sensitive data; data backup and restoration; location of and accessibility to vital records.

2.3.6 Tests, Training, and Exercises

Create and present a COOP training, testing, and exercise program for all staff. Develop and facilitate tabletop exercises to test the plan including engaging external partners.

2.3.7 Personnel Management

Assure that City human resources policies and procedures support the COOP. Develop a plan for employee welfare and productivity through the duration of the emergency to include succession, cross-training, accountability, and means of keeping staff informed during emergencies.

2.3.8 Devolution

Consideration must be given to situations that render a City department's leadership and staff unavailable or incapable of performing its essential functions either from its primary or alternative facilities. Provisions for the transfer of responsibilities for essential functions from a City department to other department(s), employees and facilities must be addressed.

2.3.9 Reconstitution

Outline a process by which each City department's personnel resume normal operations from the original or a replacement primary operating facility. Provisions must be in place to manage the deactivation of any alternate sites utilized.

2.4 Deliverables

Two (2) hard copies of the plan, each in a 3 ring binder with labeled section tabs.

- One complete version of the COOP plan labeled "For Official Use Only".
- One final version of the COOP plan that does not contain sensitive information.

Four (4) electronic files on CD or other portable electronic storage device consisting of:

- The above 2 hard copy versions each in Adobe Acrobat and Microsoft Word format.
- All electronic versions will contain links from the table of contents to the respective sections.

All versions will have a table of contents, glossary, and index.

The plan will contain an operational checklist for each City department.

The plan will include a preface that guides users in the utilization of the document. Items will include plan overview, how to “jump” to a specific section, and how to search for a keyword or topic when using electronic versions.

2.5 Qualifications

Submit a resume that describes relevant education, experience and references. Proposers must have prior planning, development and actual plan creation experience with local governments. At least one (1) example of previously completed work of a similar nature must be provided. Familiarity with Alaska and the Matanuska-Susitna Borough area is preferred.

2.6 Work and Desired Services Schedule

The consultant will provide monthly status reports to the Project Manager, who is the Director of Public Safety.

The following schedule is proposed from the consultant’s Notice to Proceed.

| | |
|--|--------------------------|
| Preliminary planning meeting with Project Manager | 7 days |
| Present the COOP concept and planning process to all City department heads. Facilitate workshops/exercises with City staff in all departments to develop awareness and collaboration. | |
| Submit preliminary draft plan | 5 months from award date |
| Draft reviewed by City Project Manager and team | |
| City comments integrated into draft plan | |
| Submit final draft to Project Manager | Oct 1, 2012 |
| Feedback provided to the consultant | |
| Submission of finalized COOP plan | Nov 30, 2012 |

Section III

FEE PROPOSAL

I have read and understood the requirements set forth in this RFP and agree to comply except as noted. The fee proposal includes all fees for work as described in Section II, Scope of Work. Additional pages may be used to show detail of unit costs and options.

Proposer's Bid to Develop COOP Plan for the City of Palmer: \$ _____

Section IV

SUBMITTAL PAGE

By signing below, the Proposer hereby certifies to the following—

1. The individual signing below, or the firm associated or corporation of which they are a member, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of a free competitive process in connection with this solicitation.
2. The individual signing below is authorized by the firm, association, or corporation to bind such association or corporation to a legal contract.
3. The individual signing below, or the firm, association, or corporation of which they are a member, is not debarred or suspended from doing business with the City of Palmer.
4. They are acknowledging receipt of the following Addenda Numbers (if no addenda have been issued, either leave blank or write "N/A" or "None").

| |
|--|
| |
| (List Addenda Numbers that you are acknowledging receipt of) |

| | |
|--|-----------------------------------|
| <hr/> Company Name | <hr/> Date |
| <hr/> Mailing Address | <hr/> Signature |
| <hr/> City, State, Zip Code | <hr/> Printed (or Typed) Name |
| <hr/> Contact Person (Printed or Typed) | <hr/> Title (Printed or Typed) |
| <hr/> Phone Number | <hr/> Email Address |

| | |
|--|--|
| <p>It shall be the responsibility of the Proposer to ensure that their proposal is received at or before the date and time fixed for closing</p> | <p>Proposers should include the following with their proposal:</p> <ul style="list-style-type: none">✓ Signed Submittal Page✓ One (1) original and five (5) copies of signed proposal✓ Signed Non-Discrimination Statement |
|--|--|

Section V

Non-Discrimination Statement

The proposer certifies that:

1. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, gender, or sexual orientation in connection with any bid submitted to the City of Palmer or the performance of any contract resulting therefrom;
2. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
3. In connection therewith, We acknowledge and warrant that this Company has been made aware of, understands, and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
4. That this promise of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain, and;
5. That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
6. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Palmer to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature

Title



DEPARTMENT OF PUBLIC SAFETY
Police ... Fire ... Rescue ... Dispatch
Risk Management
Palmer Municipal Airport

Jonathan C. Owen
Director
City of Palmer
Mail: 231 W. Evergreen Ave.
Palmer, Alaska 99645
www.cityofpalmer.org

George R. Boatright
Chief of Police
Location: 423 S. Valley Way
Phone (907) 745-4811
Fax (907) 746-2314

John D. McNutt
Fire Chief
Location: 645 E. Cope Industrial Way
Phone: 907-745-3854
Fax: 907-745-5443

23 February 2012

TO: BDA Global, LLC
Bold Planning Solutions
MTSS IT Solutions
POWTEC, LLC

TRANSMITTED VIA EMAIL

RE: NOTICE OF INTENT TO AWARD
Request for Proposal No. 12-01PS
Continuity of Operations Plan (COOP)
City of Palmer

This is the City of Palmer's Notice of Intent to Award the contract for the development of a Continuity of Operations Plan (COOP) to POWTEC, LLC at the Palmer Council meeting scheduled for 7:00 p.m., March 13, 2012, in the Council Chambers at Palmer City Hall, 231 W. Evergreen Avenue, in Palmer.

The proposals were evaluated by a five member panel, working independently of each other. The scores reflect the high quality and qualifications of all respondents. The City Administration will recommend that the contract be awarded to POWTEC, LLC based upon the overall higher score. The bid tabulations are posted at www.cityofpalmer.org/bids.

In accordance with Palmer Municipal Code 3.21.290 B., a protest based upon alleged improprieties in an intended award of a contract must be filed with the Palmer City Manager (with a copy previously served upon the intended awardee) within two business days after the issuance of this Notice of Intent to Award—in this case, by 4:00 PM, Monday, February 27, 2012. Failure to meet this time line shall constitute a waiver of the protesting party's rights and a bar on any further action regarding this matter.

Thank you for your interest in doing business with the City of Palmer.

Sincerely,

Jonathan C. Owen

City of Palmer

SERVICES AGREEMENT

Continuity of Operations Plan for the City of Palmer

THIS AGREEMENT made and entered into this _____ day of _____ 20____,
by and between the City of Palmer and _____.

SECTION 1. DEFINITION. In this Agreement:

- A. The term "City" means the City of Palmer
- B. The term "Contractor" means _____.
- C. The term "Manager" means the manager of the City of Palmer or his authorized representative.

SECTION 2. ENGAGEMENT OF CONTRACTOR. The City of Palmer hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

SECTION 3. SCOPE OF SERVICES. The Contractor shall perform all the services provided for by this Agreement which are described with particularity in Section II of the RFP entitled Scope of Work, attached hereto and incorporated by reference as if fully set forth herein.

SECTION 4. PERSONNEL. Personnel shall be limited to _____.

SECTION 5. TIME OF PERFORMANCE. The services of the Contractor shall commence upon execution of this Agreement by the City Manager and shall terminate on _____, 20____. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

SECTION 6. COMPENSATION.

A. Subject to the provisions of this Agreement, the City shall pay the Contractor a total sum for all services and expenses for the term of this Agreement not exceeding the sum as set forth in the Contractor's bid offering attached hereto and incorporated herein by reference, for services required by this Agreement.

B. No travel or per diem shall be paid in addition to the Contractor's bid price.

C. Except as otherwise provided in this Agreement, the City of Palmer shall not provide any additional compensation, payment, use of facilities, service, or other thing of value to the Contractor in connection with performance of Agreement duties. The parties understand

and agree that, except as otherwise provided in this section, administrative overhead and other indirect and direct costs the Contractor may incur in the performance of its obligation under this Agreement have already been included in computation of the Contractor's fee and may not be charged to the City.

SECTION 7. METHOD OF PAYMENT.

- A. The City will pay to the Contractor the amount set forth in Contractor's bid price which shall constitute the full and complete compensation for the Contractor's services. The sum will be paid within the normal billing cycle of 30 calendar days from receipt of an approved invoice. Documentation of expenditures need not be submitted with billings but must be retained by the Contractor in the event the City of Palmer requests said documentation.

- B. No payment will be disbursed until the completed task and associated expenditures have been approved by the City of Palmer.

- C. All invoices must be submitted in duplicate and addressed as follows:

City of Palmer
Attention: Accounts Payable
231 W Evergreen Avenue
Palmer, Alaska 99645

- D. It is expressly understood and agreed that in no event shall the total compensation due the Contractor exceed _____.

SECTION 8. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or, if the Contractor shall violate any covenants, agreements, or stipulations of this Agreement, the City of Palmer shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Contractor under this Agreement are property of the City and shall be delivered to the City by or upon the effective date of termination. The Contractor shall be entitled to receive compensation in accordance with the payment provisions of this Agreement only for the work to the City of Palmer's satisfaction.

SECTION 9. TERMINATION FOR CONVENIENCE OF THE CITY. The City may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination. All finished and unfinished documents and other materials as described in Section 8 above are the property of the City of Palmer and shall be delivered to the City of Palmer by or upon the effective date of execution of this section. The

Contractor shall be entitled to receive compensation in accordance with the payment provisions of this Agreement only for work completed to the City's satisfaction in accordance with this Agreement and for the other terms of this Agreement. If this Agreement is terminated due to the fault of the Contractor, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

SECTION 10. CAUSES BEYOND CONTROL. In the event the Contractor is prevented by a cause or causes beyond control of the Contractor from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Contractor liable for damages or give rights to cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Contractor shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control", as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Contractor and which prevent the performance of the Contractor: fire, explosions, acts of God, war, orders of law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Contractor from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Contractor and would not prevent another Contractor from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Contractor. The City will determine whether the event preventing the Contractor from performing is a cause beyond the Contractor's control.

SECTION 11. MODIFICATIONS.

- A. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.
- B. It is expressly understood that the City of Palmer may require changes in the Scope of Services and an unreasonable refusal by the Contractor to agree to modification in the Scope of Services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement shall not be modified, under any circumstances, without prior written approval of the City.

SECTION 12. EQUAL EMPLOYMENT OPPORTUNITY

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, physical handicap, age, status of disabled veteran, or veteran of the Vietnam War era. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national

origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth provisions of this nondiscrimination clause. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, sexual orientation, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam War era. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

- B. The Contractor shall keep such records and submit such records concerning the equal opportunity employment provisions set forth in subsection 12 A for applicants for employment and employees as the City of Palmer may require.

SECTION 13. INTEREST OF MEMBERS OF THE CITY AND OTHERS. No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 14. ASSIGNABILITY.

- A. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Contractor from the City under this Agreement may be assigned by the court or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Contractor shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Contractor.
- B. The Contractor shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

SECTION 15. INTEREST OF CONTRACTOR. The Contractor covenants, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any

manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

SECTION 16. FINDINGS CONFIDENTIAL. To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

SECTION 17. PUBLICATION, REPRODUCTION AND USE OF MATERIALS. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

SECTION 18. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the City may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

SECTION 19. JURISDICTION; CHOICE OF LAW. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska. The law of the State of Alaska and the City of Palmer shall govern the rights and obligations of the parties.

SECTION 20. NON-WAIVER. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

SECTION 21. PERMITS, LAWS, AND TAXES. The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Agreement.

SECTION 22. RELATIONSHIP OF THE PARTIES. The Contractor shall perform its obligation hereunder as an independent Contractor of the City. The City may administer this Agreement and monitor the Contractor's compliance with this Agreement but shall not supervise or otherwise direct the Contractor except to provide recommendations and to provide approvals pursuant to this Agreement.

SECTION 23. CONTRACT ADMINISTRATION.

- A. The City Manager, or their designee, will be the representative of the City administering this Agreement.

- B. The services to be furnished by the Contractor shall be administered, supervised, and directed by _____. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reason, the Contractor shall appoint a successor in interest subject to a written approval of the City.

SECTION 24. INTEGRATION. This instrument and all appendices and amendments hereto embody the entire Agreement of the parties. There are no promises, terms, conditions or other obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

To the extent they are not inconsistent with the terms of this Agreement, the following documents are incorporated into this Agreement as if fully set forth herein:

| <u>FULL TEXT</u> | <u>REFERENCE</u> |
|--|--|
| Specifications/Scope of Work - Section II of RFP | Alaska Business License |
| Fee Proposal—Section III of RFP | City of Palmer Business License |
| Certificate of Insurance | Addendum (a) |
| | State of Alaska Department of Labor Forms & Publications (if applicable) |

SECTION 25. CITY OF PALMER HELD HARMLESS.

- A. The consultant shall indemnify, defend, and hold and save the City, its elected and appointed officers, agents and employees harmless from any and all claims, demand, suits, or liability of any nature, kind, or character, including costs, expenses, and attorney’s fees. The consultant shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violations of statutes, ordinances, constitutions, or other laws, rules, or regulations, contractual claims, or any other kind of loss, tangible or in tangible, sustained by any person, or property arising from consultant’s or consultant’s officers, agents, employees, partners, attorneys, suppliers, and subcontractors’ performance or failure to perform this agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omission by the City of Palmer or its agents which are said to have contributed to the losses, failure, violations, or damage. However, the consultant shall not be responsible for any damages or

claim arising from the sole negligence or willful misconduct of the City, its agents, or employees.

- B. If any portion of this clause is violated by law or court of competent Jurisdiction, the remainder of the clause shall be enforceable.

SECTION 26. INTERPRETATION AND ENFORCEMENT. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

SECTION 27. CONTRACTOR INSURANCE. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that the Contractor confer with their representative insurance companies or brokers to determine their insurance program complies with the City's insurance requirements.

The Contractor shall procure and maintain the following insurances:

- A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services office form number CG 0001 (Edition 10/01) covering Commercial General Liability.
2. Insurance Services office form number CA 0001 (Edition 10/99) covering Automobile Liability, symbol 1 "any auto."
3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance

- B. Minimum Limits of Insurance

Contractor and his/her subcontractors shall maintain limits no less than:

1. General Liability:

\$1,000,000 combined single limit per occurrence for bodily, property damage, personal injury and advertising injury. The general aggregate limit shall be \$2,000,000. The general aggregate limits shall apply separately to each project and location.

If the general liability insurance is written on a claims made form, the Contractor shall provide insurance for a period of two years after final payment of this Agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.

2. Auto Liability:

\$1,000,000 combined single limit per accident for bodily and property damages.

3. Worker's Compensation and Employers Liability Limits:

Bodily injury by Accident - \$500,000 each accident
Bodily injury by Disease - \$500,000 each employee
Bodily injury by Disease - \$500,000 policy limit

4. Excess Liability:

In order to meet the required minimum limits of insurance it is permissible for the Contractor to combine an excess liability or umbrella policy with the general liability, auto liability or employers liability.

C. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the City of Palmer. The Contractor may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the City of Palmer, the Contractor shall reduce or eliminate such deductibles or self-insured retention as respects the City of Palmer, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability

a. The City of Palmer, its Administrator, officers, officials, employees and volunteers are additional insureds as respect to:

Liability arising out of activities performed by or on behalf of the Contractor; The additional insured to include products and completed operations on the General Liability. Additional insurance to include automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City of Palmer, its Administrator, officers, officials, employees and volunteers.

- b. The Contractor's insurance coverage shall be primary and non-contributory with the City of Palmer's insurance or self-insurance.

2. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City of Palmer, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any subcontractor for the City of Palmer.

3. All Insurance

A 30-day written notice is required of cancellation for suspension, voided, cancelled or reduction in coverages or limits by contractor and his/her subcontractors. Such notice shall be mailed to the contractor/subcontractor to the attention of the City of Palmer Purchasing Officer.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-VII.

F. Verification of Coverage

Contractor shall furnish the City of Palmer with certificates of insurance and with certified copies of endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the City of Palmer. All certificates are to be received and approved by the City of Palmer before work commences. The City of Palmer reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Certificates of insurance from sub-contractors must accompany the contractor's certificates of insurance and the INSURANCE REQUIREMENTS of this contract apply to ALL sub-contractors.

H. Lapse in Insurance Coverage

A lapse in insurance coverage is a material breach of this Agreement which shall result in immediate termination of the Agreement, pursuant to Section 8.

SECTION 28. SEVERABILITY. If any section or clause of this agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

SECTION 29. UNDERSTANDING. The Contractor acknowledges that the Contractor has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

SECTION 30. APPROVALS. Whenever any consent, approval or verification of a party is required for the exchange of properties and granting of easements described herein, such party shall not unreasonably withhold or delay such consent, approval or verification.

SECTION 31. COUNTERPARTS. This Agreement may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one Agreement after each party has signed such a counterpart.

SECTION 32. NOTICES. Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class to the following address:

City of Palmer: 231 W Evergreen Avenue, Palmer, Alaska, 99645

Contractor: (Insert Contractor's address here)

SECTION 31. CONTRACTORS' VIOLATIONS OF TAX OBLIGATIONS.

- A. Any Contractor in arrears on a City obligation, including, but not limited to tax, assessment, lease, sale, rental payments, or land payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the City regarding the delinquency.
- B. This Agreement can be terminated for cause, pursuant to Section 8, if it is

determined that a Contractor, whether the amounts owed are in the name of the Contractor as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease, rental agreement, or land payments, that is due to the City that is not remedied within 10 calendar days of notification by regular mail.

- C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City of Palmer taxes, moneys owed on sales, assessments, leases, rental agreements, and land payments, against any amount owing to the same under an Agreement between the City and the same.
- D. The effective date of this Agreement shall be the date upon which approval has been granted by the governing boards or authorized representatives of both parties.

CITY OF PALMER

CONTRACTOR

Douglas B. Griffin
City Manager

Title: _____

STATE OF ALASKA

Third Judicial District

On _____, 20____, _____
personally appeared before me,

- 1. ____ who is personally known to me
- 2. ____ whose identity I proved on the basis of _____
- 3. ____ whose identity I proved on the oath/affirmation of _____,
a credible witness

to be the signer of the Agreement for Proposal # _____, _____ and he/she
acknowledged that he/she signed it.

Notary Public
My Commission expires: _____

STATE OF ALASKA

Third Judicial District

On _____, 20 ____, Douglas B. Griffin, City Manager, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the City of Palmer.

Notary Public
My Commission expires: _____

Request for Proposal No. 12-01PS
CONTINUITY OF OPERATIONS PLAN (COOP)

City of Palmer, Alaska

The City of Palmer is soliciting proposals for a contractor to write the City's Continuity of Operations Plan (COOP). The RFP is available on the internet at www.cityofpalmer.org/bids. Sealed responses for the RFP will be received until 2:00 p.m., local time, February 9, 2012 at the Palmer City Hall, 231 W. Evergreen Avenue, Palmer, AK 99645.

Douglas B. Griffin

City Manager

Publish: January 22, 2012, Sunday – with other requests for proposals

January 29, 2012, Sunday– with other requests for proposals

CITY OF PALMER INFORMATION MEMORANDUM No. 10-100

SUBJECT: Resolution No. 10-074: Accepting and Appropriating State Homeland Security Program Grant No. 10SHSP-GR34067 from the Alaska Division of Homeland Security and Emergency Management to the Capital Project Fund (08) in the Amount of \$50,000 and Approving the Scope of Work and Budget for the Grant

AGENDA OF: November 23, 2010

Council action: Adopted

Approved for presentation by Douglas B. Griffin, City Manager 

| Route To: | Department/Individual: | Initials/Date: | Remarks: |
|-----------|--|-----------------------------|----------|
| X | Originator – Director of Public Safety | <i>JO</i> 11/3/2010 | |
| X | City Clerk | <i>JG</i> 11/17/10 | |
| X | City Attorney | <i>[Signature]</i> 11/17/10 | |
| X | Director of Administration | <i>[Signature]</i> | |
| | Director of Community Development | | |
| | Director of Community Services | | |
| | Director of Public Safety | | |
| | Director of Public Works | | |

Attachment(s): Grant Agreement

Certification of Funds:

| | | |
|---|---|----------|
| | No fiscal impact. | |
| | Funds are budgeted from this account number: | |
| X | Funds are not budgeted. Budget modification is required. Affected account number: 08-01-10-6xxx & 08-00-00-3xxx | \$50,000 |
| | Unrestricted/undesignated fund balance (after budget modification): | |

Director of Administration Signature:  _____

Background: Using 2009 Department of Homeland Security funding, the City of Palmer hired a consultant to assist with the re-write of the City's Emergency Operations Plan (EOP). This revision process brought together an assortment of governmental and non-governmental entities and representatives who provided valuable input. The resulting EOP was adopted by the Palmer City Council in January 2010. The City of Palmer participated locally in the April Alaska

Shield exercise, and the new EOP was exercised. The City hosted contractors from the Center for Domestic Preparedness in April 2010 who taught I-300 and I-400 classes. Every City department director (if they had not already taken these classes) attended these classes. In October, 2009, the City sent 5 employees to federally funded training at FEMA's Emergency Management Institute (EMI) to attend "IMT/EOC Interface" class together. Five more employees are scheduled to attend EMI in November 2010 for the course "Earthquake Preparedness and Response." The City of Palmer is actively engaged in preparing for an all-hazards emergency.

Summary statement: The next step in preparing for an all-hazards emergency is the development of a Continuity of Operations Plan (COOP). Whereas the EOP guides City responders and non-governmental entities in actual response to and recovery from an emergency event, a COOP plan guides City staff in plans and procedures for maintaining the flow of essential services to the citizens of Palmer during and after a major emergency. The City needs a plan for emergency payroll, expedited financial decisions, accounting systems, management succession, etc.

The State of Alaska Department of Homeland Security and Emergency Management (DHS&EM) performed a state-wide analysis of terrorist and all-hazards events which render Alaskan communities vulnerable ("FY 2009 HSGP Investment Justification"). According to the study, terrorism, earthquakes, floods, volcanoes and windstorms are all among the risks faced by localities within the State. Certainly, the Palmer area is vulnerable to all these events. As well, the occurrence of any of these events could threaten the electrical power grid. The City of Palmer is located near the Castle Mountain fault, making Palmer and the surrounding area vulnerable to an earthquake. The presence of Mt. Redoubt and other volcanoes makes an ashfall event a possibility. The City of Palmer is unprepared to adequately ensure the continuity of government operations. Such an event could impede the City's delivery of essential services to the citizens. The City has police and fire service; public works; community services; community development; and administration/finance departments. All of these services need COOP planning, and this plan must guide the delivery of City services in an emergency event.

The COOP planning process, guided by Federal Continuity Directive 1 (FCD 1), is founded on four functions: (1)Leadership is critical to provide support for continuity planning and ensure continuity of essential functions; (2)Staff must be sufficiently trained and cross-trained to perform their duties in a continuity environment; (3)Facilities must be adequate, separate locations to ensure execution of essential functions; and (4) Communication systems and technology must be interoperable, robust, and reliable.

The contractor selected will guide City staff in developing continuity plans and procedures, including: (1)Appointing the Continuity Program Manager; (2)Selecting the planning team; (3)Applying risk management principles to assess certain hazards; (4)Identifying resources required for continuity planning; (5)Establishing objectives and milestones; and (6)Determining procedures for information gathering and decision making.

The COOP plan will provide the City with orders of succession (in the event that the City's leadership is unavailable, debilitated, or incapable of performing their legally authorized duties, roles or responsibilities); the delegations of authority; continuity facilities (to identify an alternate location if the City's primary operating facility or facilities were unavailable); ensure that a continuity of communications plan is ready for implementation; that vital records management systems are in place; and that staff is ready to perform essential functions with a temporarily reduced staffing level from a variety of work locations.

The City of Palmer has been awarded grant funds from DHS&EM in the amount of \$45,000 to hire a consultant to work with City staff and officials to write a COOP plan. Additional funding in the amount of \$5,000 has been granted by DHS&EM to the City to participate in a Security and Vulnerability Assessment to be performed by qualified assessment staff from DHS&EM. The Security and Vulnerability Assessment is to be specific to the City of Palmer. The completion of this assessment will allow the City to apply for additional federal funds to mitigate areas of security vulnerability identified by the study. To obtain this \$5,000 funding for this assessment, the City is required to enter into a Memorandum of Understanding (MOU) with State DHS&EM allowing the State to manage those funds for this specific program. This \$50,000 grant requires no matching funds from the City of Palmer.

Administration recommendation: Adopt resolution no. 10-074.

Introduced by: City Manager Griffin
Date: November 23, 2010
Action: Adopted
Vote: Unanimous

| Yes: | No: |
|---------|-----|
| Best | |
| Erbey | |
| Vanover | |
| Brown | |
| DeVries | |
| Johnson | |

CITY OF PALMER, ALASKA

RESOLUTION NO. 10-074

A RESOLUTION OF THE PALMER CITY COUNCIL ACCEPTING AND APPROPRIATING STATE HOMELAND SECURITY PROGRAM GRANT NO. 10SHSP-GR34067 FROM THE ALASKA DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT TO THE CAPITAL PROJECT FUND (08) IN THE AMOUNT OF \$50,000 AND APPROVING THE SCOPE OF WORK AND BUDGET FOR THE GRANT

WHEREAS, the City of Palmer provides essential services for the citizens of Palmer; and

WHEREAS, these essential City services for citizens must continue during and after an all-hazards emergency event; and

WHEREAS, preparation to provide these essential services to the citizens of Palmer is accomplished by a Continuity of Operations Plan; and

WHEREAS, the City of Palmer has requested grant funding from the State of Alaska Division of Homeland Security and Emergency Management to hire a contractor to work with City staff and officials to write a Continuity of Operations Plan; and

WHEREAS, the City of Palmer has requested grant funding for a Security and Vulnerability assessment from the State of Alaska Division of Homeland Security and Emergency Management; and

WHEREAS, the grant funds in the amount of \$50,000 have been secured for the City to hire a contractor to work with City staff and officials to write and publish a Continuity of Operations Plan and to pay the expenses of State emergency preparedness experts to conduct a Security and Vulnerability Assessment for the City of Palmer.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council to accept and appropriate the State Homeland Security Program Grant No. 10SHSP-GR34067 in the amount of \$50,000 to the capital project fund (08) and approve the scope of work and budget for the grant.

ORIGINAL SCOPE OF WORK

The City proposes to use proceeds from this grant award to hire a contractor to work with City staff and officials to write and publish a Continuity of Operations Plan and to pay the expenses of State emergency preparedness experts to conduct a Security and Vulnerability Assessment for the City of Palmer.

BUDGET

Project Budget \$50,000
From the Alaska Division of Homeland Security and Emergency
Management

Passed and approved by the City Council of the City of Palmer, Alaska this
twenty-third day of November, 2010.

DeLena Goodwin Johnson, Mayor

Janette M. Bower, MMC, City Clerk

STATE OF ALASKA

**DEPARTMENT OF MILITARY
AND VETERANS AFFAIRS**
*DIVISION OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT*

SEAN PARNELL, GOVERNOR

P.O. Box 5750
Ft. Richardson, AK 99505-5750
Phone: (907) 428-7000
Fax: (907) 428-7009
Toll Free: (800) 478-2337
www.ready.alaska.gov

October 15, 2010

Doug Griffin, City Manager
City of Palmer
231 West Evergreen
Palmer, AK 99645

RE: 2010 State Homeland Security Program, 2010-SS-T0-0023
State Grant No.: 10SHSP-GR34067

Dear Mr. Griffin:

The Alaska Division of Homeland Security and Emergency Management (DHS&EM) is pleased to award the City of Palmer the amount of \$50,000.00 under the 2010 State Homeland Security Program for the performance period of October 1, 2010 through December 31, 2012.

Funding from this program is provided to enhance the ability of states, territories, and urban areas to prepare for, prevent, and respond to terrorist attacks and all-hazards events.

Local jurisdiction historical grant performance was a part of the scoring considered during the 2010 Homeland Security grant review process. DHS&EM staff performed an analysis of grant performance in 10 areas. The City of Palmer scored 100 out of a potential 100, in overall grant performance.

A voluntary interagency review committee comprised of 10 representatives from various disciplines at state and local levels convened the week of August 9, 2010, to review eligible projects, local jurisdiction grant performance, and determine award allocation amounts. The result of this work is reflected in the allocated category funds identified in the project budget detail attached with the award document.

The City of Palmer was allocated \$5,000.00 for a State Managed Planning Program. Program development and delivery by the state, or a state funded contractor, require the City of Palmer to enter into a Memorandum of Understanding (MOU) allowing the state to manage those funds for the specific program. If awardees have not committed to a target date within the first two fiscal quarters of the grant, State Managed funds will be combined into one pool within the overall State Managed budget to allow for the most flexibility in meeting the needs of each recipient jurisdiction.

Mr. Griffin
City of Palmer
RE: 2010 State Homeland Security Program
October 15, 2010
Page 2 of 2

The State Managed Planning Program will be in a workshop format or, if identified, a Security Vulnerability Assessment (SVA) and performed by the state at a date set by jurisdiction with State concurrence. The program focus area is identified on the enclosed Project Budget Details. Planning Programs will carry a value of \$25,000.00 per focus area and SVAs carry a value of \$5,000.00 per jurisdiction

Attached are two pre-signed obligating award documents and Memorandum of Understanding (MOU) for State Managed Programs. Please review the information for accuracy and review the Special Conditions. Sign the obligating documents, keep one original for your records, and return the other original within 30 days to:

State Administrative Agency (SAA) Point of Contact
PO Box 5750
Fort Richardson, AK 99505

If you have questions, or need further assistance, the DHS&EM project manager for this grant, Michelle Heun, may be contacted at 907-428-7089, toll-free at 800-478-2337, or by email at michelle.heun@alaska.gov.

Sincerely,


for John W. Madden
Director

jwm:mlh:jms

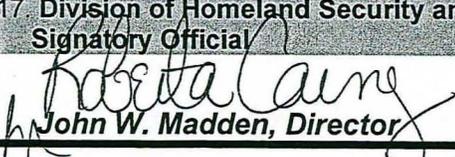
Enclosures: Obligating Document and Special Condition (2 originals)
Memorandum of Understanding (2 originals)
Project Budget Details
Signatory Authority Form
Notice of Intent to Accept
Environmental and Historical Preservation (EHP) Statement of Work Request Form
**Only provided to applicable jurisdictions*
Electronic Payment Enrollment Form*
**Only provided if jurisdiction is identified as Cash Reimbursement*
Note: Documents can be found on our website: <http://ready.alaska.gov/grants.htm>

CC: Jonathan Owen, Jurisdiction Project Manager
Kelli Veech, Jurisdiction Chief Financial Officer



ALASKA DEPT OF MILITARY AND VETERANS AFFAIRS
DIVISION OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT
 Obligating Award Document for
2010 State Homeland Security Program
U.S. DEPT OF HOMELAND SECURITY
 Federal Emergency Management Agency
 Grant Programs Directorate

2010 Federal Grant No. 2010-SS-T0-0023 CFDA No. 97.067

| | | | |
|--|----------------------------------|--|------------------------------------|
| 1. State Grant No. 10SHSP-GR34067 | 2. Recipient DUNS # 037411071 | 3. Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Amendment # | 4. Employer Tax ID # 92-6000194 |
| 5. Recipient Name and Address City of Palmer 231 W. Evergreen Palmer, AK 99645 | | 6. Issuing Office and Address Department of Military and Veterans Affairs Division of Homeland Security and Emergency Management PO Box 5750 Fort Richardson, Alaska 99505-5750 http://www.ready.alaska.gov/ | |
| 7. Effective Date of This Action October 1, 2010 | | 8. Method of Payment: Electronic | |
| 9. Grant Award and Terms and Conditions: (see attached Grant Terms and Conditions) | | | |
| Total Awarded Amount: | | \$45,000.00 | |
| Planning: | | \$45,000.00 | |
| Project Budget Details are funding allocations, and are not to be construed as expenditure authorizations or approvals. Grant program guidelines and federal, state, and local contracting and procurement compliance requirements apply. | | | |
| Grant Performance Period: October 01, 2010 through December 31, 2012 | | | |
| For State Use Only: | | CC # 9290091 | File No. # 1.6.10.1.13 |
| 10. Grant Requirements, Assurances and Agreements: (see attached Grant Requirements, Assurances and Agreements) | | | |
| The acceptance of a grant from the United States government creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant. [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)] | | | |
| 11. Special Conditions: (see attached Special Conditions) | | | |
| See attached Special Condition. | | | |
| 12. Recipient is required to sign and return one (1) copy of this document with the terms and conditions to the issuing address in Block 6, within 30 days from the date in Block 17. | | | |
| 13. Division of Homeland Security and Emergency Management Project Manager Michelle Heun | | Phone: 907-428-7089 Fax: 907-428-7009 Email: michelle.heun@alaska.gov | |
| 14. Signature of Jurisdiction Project Manager | | Phone: 907-745-4811 Fax: 907-746-2314 Email: jcowen@palmerpolice.com | |
| Printed Name: Jonathan Owen | | | |
| 15. Signature of Jurisdiction Chief Financial Officer | | Phone: 907-745-3271 Fax: 907-745-0930 Email: kveech@palmerak.org | |
| Printed Name: Kelli Veech | | | |
| 16. Signature of Jurisdiction Signatory Official | | Date _____ Phone: 907-745-3271 Fax: 907-745-0930 Email: | |
| Printed Name and Title: Doug Griffin, City Manager | | | |
| 17. Division of Homeland Security and Emergency Management Signatory Official | | Date | |
|  John W. Madden, Director | | 10/15/10 | |

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF ALASKA AND
THE CITY OF PALMER
REGARDING STATE USE OF 2010 HOMELAND SECURITY GRANT PROGRAM FUNDING
ON BEHALF OF THE CITY OF PALMER
STATE MANAGED SECURITY VULNERABILITY ASSESSMENT PROGRAM**

1. **PARTIES.** The parties to this Memorandum of Understanding (MOU) are the State of Alaska and the City of Palmer.
2. **AUTHORITY.** This MOU is authorized under the provisions of the US Department of Homeland Security FEMA Grant Programs Directorate.
3. **PURPOSE.** The purpose of this MOU is to set forth terms by which the State of Alaska shall expend Homeland Security Grant funding on behalf of the City of Palmer. On September 17, 2010, the US Department of Homeland Security FEMA Grant Programs Directorate, issued grant number 2010-SS-T0-0023 to the State of Alaska. Under this grant, the State of Alaska must allocate 80 percent grant funding local jurisdictions. Under this grant, the City of Palmer may authorize the State of Alaska to expend funds on behalf of the City of Palmer provided that the City of Palmer and the State of Alaska enter into a MOU on the matter.

4. RESPONSIBILITIES.

- a. State of Alaska
Shall provide a Security Vulnerability Assessment (SVA) to the City of Palmer. The SVA project carries a value of \$5,000.00.
- b. City of Palmer
The SVA Final Report document will be considered secure and critical information to the protection of the City of Palmer.

5. POINTS OF CONTACT.

Alaska Division of Homeland Security and Emergency Management (DHS&EM)
State Administrative Agency Point of Contact (SAA)
PO Box 5750
Fort Richardson, AK 99505-5750
Fax: 907-428-7009
Direct: 907-428-7000
Toll Free: 1-800-478-2337

Doug Griffin, City Manager
City of Palmer
231 W. Evergreen
Palmer, AK 99645

6. OTHER PROVISIONS.

- a. City of Palmer representatives must attend the 2010 Grant Kick-off Meeting on November 8, 2010, in Anchorage.

b. Nothing in this MOU is intended to conflict with current laws or regulations of the State of Alaska or the City of Palmer. If a term of this MOU is inconsistent with such authority then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

7. EFFECTIVE DATE. The terms of this MOU will become effective on the signed execution of this MOU.

8. MODIFICATION. This agreement may be modified upon the mutual written consent of the parties.

9. TERMINATION. The terms of this MOU, as modified with the consent of both parties, will remain in effect until December 31, 2012. Either party, upon 30 days written notice to the other party, may terminate this MOU.

APPROVED BY:



John W. Madden, DHS&EM Director
State of Alaska Signatory Official

10/15/10
Date

Doug Griffin, City Manager
Jurisdiction Signatory Official

Date

Kelli Veech
Jurisdiction Chief Financial Officer

Date

Jonathan Owen
Jurisdiction Project Manager

Date