

**Memorandum of Agreement between the City of Boston Mayor's Office of  
Emergency Management and the City of Somerville**

This agreement, made as of this 1st day of July, 2021, by and between the City of Boston Mayor's Office of Emergency Management (hereinafter "Boston OEM"), acting by and through its Director, and the City of Somerville, acting by and through its Mayor, referred hereinafter collectively as "the Parties", witness,

Whereas, the Metro Boston Homeland Security Region (MBHSR) was created under the Urban Areas Security Initiative (UASI) of the Department of Homeland Security and administered by the Commonwealth of Massachusetts, Executive Office of Public Safety and Security; and

Whereas, the City of Boston, in accordance with the Department of Homeland Security UASI Program Requirements, is designated as the Fiduciary Agent of the MBHSR, and with this designation assumes the responsibility for the coordination of UASI funds for the MBHSR; and

Whereas, the City of Somerville was selected, together with City of Boston, the Town of Brookline, the City of Cambridge, the City of Chelsea, the City of Everett, the City of Quincy, the City of Revere, and the Town of Winthrop to comprise the MBHSR;

Now, therefore, the Parties hereto mutually agree as follows:

**I. Scope of Services**

The Boston OEM and the City of Somerville will participate and work cooperatively within the MBHSR structure to implement the MBHSR Strategy (Attachment A) and increase regional capacity to prevent, protect against, respond to, and recover from major emergencies.

**II. Term of Agreement**

This agreement shall remain in effect from July 1, 2021 and will expire concurrently with the expiration of UASI FFY20, which ends June 30, 2023. Upon availability of additional funds or the expiration of this agreement subject to funding availability, whichever occurs first, both parties agree to execute an amendment pursuant to Section VI of this agreement to memorialize obligations as to the additional funds and/or as to new obligations that may occur in relation thereto.

**III. Funding**

Funding will be limited to Two Million Dollars (\$2,000,000). Amendments to Funding, to be made in accordance with Section VI of this Memorandum, will be made through amendment of this Memorandum.

The City of Somerville will take an active role in the annual Funding Allocation process, and all subsequent meetings on the allocation and reallocation of funds. In conjunction with this, the City of Somerville will name an individual to be the Jurisdictional Point of Contact (JPOC) to work with the Boston OEM financial staff.

The City of Somerville will take an active role in the annual strategy and program reviews, and all subsequent meetings on the direction of Homeland Security initiatives.

Grant Funding Pass Thru Information:

**Urban Area Security Initiative (UASI) - CFDA 97.067**

	<i>Pass Thru Executive Office of Public Safety &amp; Security Contract #</i>	<i>Period of Availability</i>
UASI FFY18	BOSTONFFY18UASIXXXXXX	1/1/2019 – 12/31/2021
UASI FFY19	BOSTONFFY19UASIXXXXXX	1/1/2020 – 6/30/2022
UASI FFY20	BOSTONFFY20UASIXXXXXX	1/1/2021 – 6/30/2023

**IV. Fiscal Administration**

**A. Reimbursement of Costs**

1. The following costs related to the MOA are eligible for reimbursement as long as they have obtained pre-approval from OEM and reimbursement requests are submitted within 30 days of payroll run, receipt of goods or completion of activity or event:

- a) Overtime or Back-fill costs for Federal Emergency Management Agency (FEMA) approved trainings or exercises.
- b) Costs related to meetings, exercises or trainings.
- c) Procurement of FEMA approved equipment ONLY when procurement through OEM methods has been deemed unacceptable.
- d) Costs deemed necessary by OEM to help the MBHSR to prevent, protect against, respond to, and recover from major emergencies

2. Reimbursement requests should have sufficient supporting documentation submitted to the appropriate OEM Regional Planner for

verification and submission to be processed by OEM unless otherwise directed.

3. All records must be maintained for future audits and the entity being reimbursed will be fiscally responsible for the results of any such Audit.

**B. Eligible Costs**

1. Pre-approval from OEM is required for all reimbursement requests.
2. For Overtime or Backfill requests, timesheets must be included with request as well as sign-in sheets (if not submitted by activity provider).
3. Maximum Limit: costs incurred up to \$2,000,000 will be reimbursed that are in accordance with grant requirements and are conditional to availability of funding. (See Section III Funding) Any additional costs above the maximum limit will require an additional MOA or MOA amendment.

**C. Additional Responsibilities**

1. A-133 Audit reports must be submitted to the Federal Audit Clearinghouse (FAC) as required by 2 CFR §200.512.
2. At least once every two years, as required by 2 CRF § 200.313, site visits and spot inventories of equipment and/or services funded by OEM grants will be coordinated through the Jurisdictional Point of Contact (JPOC). Disposition of any equipment must be reported to OEM
3. All goods and services, once deemed acceptable, become the responsibility of the jurisdiction, including maintenance, storage and accountability.
4. The sub-recipient agrees to ensure and maintain adoption and implementation of NIMS. Homeland Security Grant Program sub-recipients must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery resources.
5. A non-inclusive list of policies that guide the expenditure of Homeland Security Grant funding within the Commonwealth of Massachusetts is set forth in Appendix A. All policies and guidance adopted by the Executive Office of Public Safety and Security Office of Grants and Research must be adhered to by all UASI funded expenditures made by MBHSR sub-recipients.

**V. Termination of Agreement**

This agreement may be terminated by either party by giving ninety (90) days prior written notice of termination to the other party and setting forth the effective termination date therein, not less than ninety (90) days after the date of such delivery or mailing of notice. This agreement may also be terminated by written agreement executed by both parties effective pursuant to the agreed upon termination date. If no date is stated within the executed written agreement made by both parties, this agreement shall terminate within 90 days of the executed agreement by both parties to terminate.

**VI. Amendment of Agreement**

This agreement may be amended from time to time hereafter only by a writing duly executed by the Parties hereto. All Parties to this Agreement must sign proposed amendments before the terms of the proposed amendment become effective.

#### **VII. Government Immunity, Liability & Indemnification**

Performance under this Agreement by the Parties, their agents, servants, and employees, shall be for public and governmental purposes, and all privileges and immunities from liability enjoyed by governmental units, their agents, servants and employees, shall extend to performance under this Agreement to the extent permitted by Massachusetts and Federal law; provided that, notwithstanding any provisions of law or charter to the contrary, neither the City of Somerville nor the Boston OEM shall be exempt from liability for its obligations under this Agreement.

To the extent permitted by Massachusetts and Federal law, the City of Somerville and Boston OEM agree to assume the defense of, and hold each other, their agents, servants, and employees, harmless from all suits and claims brought by third parties against them, or any of them, arising out of any act or omission by the City of Somerville and/or the Boston OEM, their agents, servants or employees, under this Agreement. Each Party hereto shall inform the other of any such claim as soon as possible after receipt thereof, and each party shall be permitted to participate in the defense of any such claim, and no claim shall be settled or comprised without the written consent of the Chief Legal Counsel of the City of Somerville and the Corporation Counsel of the City of Boston.

The above obligation to indemnify shall not apply to claims which allege intentional, willful, or malicious acts or omissions, by either Party, their agents, servants or employees, or if the act or omission which gave rise to the claim was not provided for, or contemplated, as within the scope of this Agreement.

The agents, servants or employees of the Parties, while engaged in performing any service, activity or undertaking contemplated under this Agreement, shall be deemed to be engaged in the service and employment of such unit, notwithstanding the fact that such service, activity or undertaking is being performed in or for another governmental unit.

#### **XIII. Successors and Assigns**

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns and the public body or bodies succeeding to the respective interests of the City of Somerville and Boston OEM.

#### **IX. Section Headings**

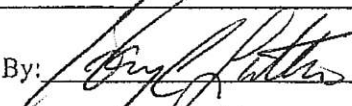
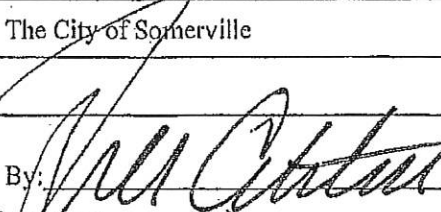
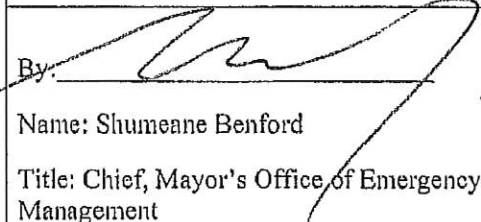

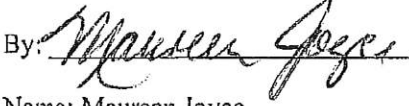
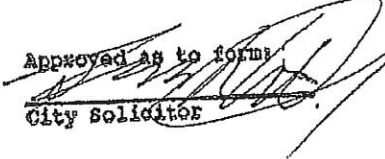
The headings of the Sections set forth herein are for convenience of reference only and are not part of this Agreement and shall be disregarded in constituting or interpreting any of the provisions of this Agreement.

#### **X. Execution of Counterparts**

The provisions set forth herein constitute the full complete agreement between the City of Somerville and the Boston OEM and supersede any previous agreement between them. No other verbal or written agreement shall, in any way, vary or alter any provision of this agreement unless both parties execute an amendment pursuant to Section VI of this agreement. This Agreement may also be signed by the authorized signatory in counterparts, which together shall constitute one fully executed original.

**XI. Signatories**

In Witness Whereof, the Parties have caused this Agreement to be signed, sealed and delivered as of the day and year first written above.

City of Boston	The City of Somerville
Approved As To Form:	
By:  Name: Henry C. Luthin Title: Corporation Counsel	By:  Name: Joseph A. Curtatone Title: Mayor
By:  Name: Shumeane Benford Title: Chief, Mayor's Office of Emergency Management	By:  Name: Timothy Mitsakis Title: Police Lieutenant
By:  Name: Maureen Joyce Title: City Auditor	Approved as to form:  City Solicitor

Approved as to form:

  
City Solicitor

**Memo of Agreement between the Boston Mayor's Office of Emergency  
Management and the City of Somerville**

**Appendix A**

**Commonwealth of Massachusetts Executive Office of Public Safety and Security  
(EOPSS) Grant Guidance and Policies**

CBRNE Vehicle and Watercraft Procurement Guidance  
Catering Costs Guidance  
Dept of Fire Services PPE Strategy  
Developing Project Justifications  
DHS Authorized Equipment List (AEL)  
Disposal and Sale of Equipment Guidance  
Environmental Planning & Historical Preservation Screening Form  
EOPSS Match Guidance  
Federal Homeland Security Funded Training & Exercise Guidance  
FP 108-023-1 Environmental Planning and Historic Preservation (EHP) Policy Guidance,  
August 2013  
FP 108-024-4 Environmental Planning and historic Preservation (EHP) Policy Guidance,  
December 2013  
GPD Maintenance Policy FP 205-402-125  
Grantee Environmental Planning & Historical Preservation Picture Documentation  
Instructions  
Information Bulletin #336 - Maintenance Costs  
Inventory Tracking Guidance  
Homeland Security Exercise and Evaluation Program (HSEEP) - April 2013  
SAFECOM Guidance  
Security Camera Guidance  
Subrecipient Reimbursement Request Form  
Subrecipient Reimbursement Request Instructions  
Travel Expenses Guidance

All documents cited above can be found and are maintained by EOPSS at  
<http://www.mass.gov/eopss/funding-and-training/homeland-sec/grants/hs-grant-guidance-and-policies.html>

Urban Area Security Initiative (UASI) CFDA 97.067  
Somerville, City of - DUNS# 07-6621572