



Letter of Intent (LOI) Between the City of Oakland

AND

(Name of Provider)

For Emergency Response Related Products or Services

After a significant disaster event, the City of Oakland’s (City) resources and inventories may be depleted. Under these circumstances, the City will use pre-designated relationships and letters of intent with local “Product/Service Providers” in an effort to satisfy critical unmet needs.

_____ *[blank section to insert vendor’s name]* has expressed an interest to provide *[blank section to be used to briefly fill in the nature of services/and or goods procurement]* in the event of an emergency or disaster situation impacting the City of Oakland (City). The purpose of this Letter of Intent (LOI) is to define the relationship between and to memorialize the respective roles and expectations of _____ and the City in preparing for and dealing with such emergency or disaster situations. This LOI identifies the services and/or goods that may be made available by _____ and outlines communication and reimbursement protocols.

Both Parties understand that this document is a Letter of Intent only. It is not intended to be, and shall not constitute in any way a binding or legal agreement, or impose any legal obligation or duty on either _____ or the City.

The following City Officials are authorized to request services or equipment:

- City Administrator or designee
- Police Chief or designee
- Fire Chief or designee
- EMSD Director or designee
- EOC FNA Coordinator

Now, therefore, the parties agree as follows:

I. General Terms

A. Term of Letter of Intent and Amendments

This letter of intent (LOI) shall be effective when signed by the _____'s Board President, Executive Director, or other authorized representative, and the City Administrator or designee. The LOI will remain in effect until terminated by written notification from either party. Amendments require the signatures of the same.

B. Nonbinding Document

This document is a Letter of Intent only. It is not intended to be, and shall not constitute in any way a binding or legal agreement, or impose any legal obligation or duty on either _____ or the City.

In a disaster event, should the City seek to enter into emergency contracts for the same type of products and/or services contemplated by this LOI, the City will do so under the relevant provisions of Oakland Municipal Code Section 2.04.020.

II. Roles and Responsibilities

_____ will do the following:

1. General best effort

Nothing in this agreement shall be considered legally binding. By entering into this LOI, _____ agrees to use its best efforts to assist the City in mitigating the effects of a disaster occurring in the City of Oakland. This agreement is based upon the _____'s intent to respond and provide assistance to the Oakland community, subject to the capacity and resources of such entity at the time of the disaster event.

2. Description of Products or Services to be provided by _____

3. Prompt Response Times

_____ will respond immediately (to the extent it is able) when contacted by the “City”. _____’s response to the City’s request should clearly answer whether or not the resources or services requested are available and when they could be delivered/dispatched. The City may be contacting multiple organizations to ascertain availability time-lines

4. No Self-Deployment

_____ will not self-deploy. “Self-deploy” means that the product/service provider/signatory renders assistance without first receiving a request from the City. The City recognizes, however, that self-deployment may occur during chaotic or catastrophic circumstances if the _____ determines self-deployment is necessary.

Specific guidelines for Dispatch and Deployment are provided below.

5. Methods of Communication

_____ should provide the City with as many means of communication as possible including phone or text numbers, pager, email, physical address, or other acceptable communications media. _____ should be prepared to receive communication from the City using any of the methods described above including messengers or runners. _____’s authorized points of contact are provided below in section 7 below.

6. Record Keeping

_____ shall document all costs associated with providing the emergency response resources or services records in response to City’s request for assistance, including but not limited to: time keeping records, use of equipment, mileage and other required documentation. Finally, to the extent possible, the “Product/Service Provider” will keep the City of Oakland informed of their status and availability following a disaster event.

7. _____’s Points of Contact and Responsible Parties in with Authority to Dispatch

The following parties are responsible individuals with the authority to dispatch services or equipment on behalf of _____

First Party Name: _____

Title: _____

Phone Number: _____ Work: _____ Home: _____

Cell Phone Number, TEXT Capacity? _____

Address: _____

E-mail address: _____

Other: _____

Second Party Name: _____

Title: _____

Phone Number: _____

Cell Phone Number: _____ Work: _____ Home: _____

Cell Phone Number, TEXT Capacity? _____

Address: _____

E-mail address: _____

Other: _____

Third Party Name: _____

Title: _____

Phone Number: _____ Work: _____ Home: _____

Cell Phone Number, TEXT Capacity? _____

Address: _____

E-mail address: _____

Other: _____

III. City's Role

As a general matter, the City will consider the ("Service Provider's") Mission when making all resource and service requests.

1. City requests for Assistance

When making a request, the "City" will be specific in terms of duties needed, location, and duration of service or product need. After _____ responds with this information, the City will confirm whether the need and location still exists before the City authorizes the ("Product/Service Provider") to dispatch or deliver. City requests for deployment of product/service will include information regarding where to report and who to contact and other pertinent information.

2. Reimbursement Process

The provisions below apply when there is an officially declared State of Emergency and when the City requests products or services from _____ pursuant to this LOI:

a. Private Nonprofit Organizations Eligible to be Reimbursed by the State of California for services and or goods provided to City

If the provider of products/services pursuant to this LOI is a private nonprofit organization and has provided services during a state of emergency as described under the California Government Code Title 2, Division 1, Chapter 7.5 – California Disaster Assistance Act Subchapter 8692 and the City of Oakland has requested services from the provider of products/services in which the provider is compliant with the provisions of the California Code of Regulations Title 19, Division 2, Chapter 6, Article 2 – State Private Nonprofit Organization Assistance Program, Subchapter 2994 (a)(1), the City, in its sole discretion may provide guidance when appropriate for the provider to receive reimbursement of services/products, directly from the State of California. In conformance with the State of California's Private Nonprofit Organization Assistance Program, the product/service provider must maintain accurate and detailed records of their activities requested by the City in order for the City to support _____'s request for reimbursement from the State of California.

b. Private Nonprofit Organizations Not Eligible to be Reimbursed by the State of California for services and or goods provided to City

If the private nonprofit is not eligible to obtain reimbursement from the State of California's Private Nonprofit Organization Assistance Program and the City requested products or services and has received the same, the City, in its sole discretion, may reimburse the costs of such products or services in the event the City receives reimbursement from the State of California for such costs. For the City to make such determination, a detailed invoice must be submitted by _____ to the City

for payment which is subject to availability of funding. Under the California Government Code, Title 2, Division 1, Chapter 7.5 – California Disaster Assistance Act, Subchapter 8685-8687.8, the City of Oakland, in the event of a state of emergency, may be eligible to receive reimbursement of costs associated with eligible emergency response activities from the State of California and from the Robert T. Stafford Act through the Federal Emergency Management Agency (FEMA). Under these circumstances, the City of Oakland City Administrator may procure emergency supplies and services when the situation is deemed an emergency and for the immediate preservation of the public peace, health or safety.

c. For profit organizations

If the product/service provider is a “for profit” organization and the City requested such products or services and has received the same, the City, in its sole discretion, may reimburse the costs of such products or services in the event the City receives reimbursement from the State of California. For the City to make such determination, a detailed invoice must be submitted by _____ to the City for payment of products/services for direct payment from the City subject to availability of funding. Under the California Government Code, Title 2, Division 1, Chapter 7.5 – California Disaster Assistance Act, Subchapter 8685-8687.8, the City of Oakland, in the event of a state of emergency, may be eligible to receive reimbursement of costs associated with eligible emergency response activities from the State of California and from the Robert T. Stafford Act through the Federal Emergency Management Agency (FEMA). Under these circumstances, the City of Oakland’s City Administrator may procure emergency supplies and services when the situation is deemed an emergency and for the immediate preservation of the public peace, health or safety.

3. Periodic Review

The City will contact the “Product/Service Provider” once a year to obtain current contact information. The “Product/Service Provider” shall notify the City within 30 days of any changes in contact information, services, supplies, or rates.

IN WITNESS WHEREOF, the parties hereto have caused this letter of intent to be duly executed as of the date first specified herein.

City Administrator, (Name)

Date

“Product/Service Provider” Signature

Title

Date

Agency Name (please print)