

ACTION CALENDAR February 5, 2013

To: Honorable Mayor and Members of the City Council

From: Peace and Justice Commission

Submitted by: George Lippman, Chairperson, Peace and Justice Commission

Subject: Letter to UC Regents Regarding Phasing Out Nuclear-Related

Activities

RECOMMENDATION

Approve transmittal of a letter to the Regents of the University of California regarding this entity's continued management role in the national nuclear weapons laboratories, in contravention of the voter-approved Nuclear Free Berkeley Act.

FISCAL IMPACTS OF RECOMMENDATION Unknown.

CURRENT SITUATION AND ITS EFFECTS

At its regular meetings on September 10, 2012 and November 5, 2012, the Peace and Justice Commission granted waivers of the Nuclear Free Berkeley Act (NFBA) (B.M.C. 12.90.070), as requested by the Office of Economic Development relating to the Sky-Deck Business Incubator Accelerator Program and the Public Health Division relating to an Emergency Preparedness Cache of Medical Supplies/Surge Assets (Attachment 1).

Both requests involved memoranda of understanding with the University of California system-wide administration, which under the NFBA, is designated to "engage in specific work for nuclear weapons or that are otherwise part of the nuclear fuel cycle". (BMC Sect. 12.90.030 (G) (1), (2), (3)).

As both requested waivers involved the City entering into Memoranda of Understanding with the University of California, within the City Manager's contract authority, the Commission, having discharged its duties under the NFBA relating to the consideration and granting of these requested waivers, is requesting that the City Council transmit the following language (accompanying these granted waivers of the Nuclear Free Berkeley Act) to the Regents of the University of California:

"From the end of World War II until 2006/2007, the nuclear-weapons labs were under the exclusive management of UC, and UC continues today to maintain a management role, along with other entities, of the Livermore and Los Alamos Nuclear Weapons Laboratories. There have been substantive but ultimately

unsuccessful efforts in the University's past to phase out the University's design, development and manufacture role in connection with nuclear weapons. "The nuclear danger to the world is still dire. The Council of the City of Berkeley asks the Regents, with respect for the will of the Berkeley community as expressed in the Nuclear-Free Berkeley Act, to phase out responsibility for operating the National Weapons Laboratories at Livermore, California and Los Alamos, New Mexico."

M/S/C: (Sochet/El-Quolag)

Ayes: Bohn, El-Qoulaq, Haney, Kenin, Lippman, Maran, Meola, Siegel, Sochet

Noes: None Abstain: None

Absent: Nicely (unexcused)

RATIONALE FOR RECOMMENDATION

The Peace and Justice Commission, consistent with its mandate to promote peace and justice, locally, nationally and internationally, and with specific reference to its mandated role under the Nuclear Free Berkeley Act (BMC Sect. 12.90 et seq.), recommends that the Council support the transmittal of this letter to the University of California to phase out responsibility for operating the nuclear weapons laboratories.

ALTERNATIVE ACTIONS CONSIDERED

None.

CITY MANAGER

The City Manager has approved these Memoranda of Understanding but takes no position on the Commission's recommendations or the contents of its report.

CONTACT PERSON

Rita Maran, Commissioner, Peace and Justice Commission, 510-540-8017 Eric Brenman, Secretary, Peace and Justice Commission, 510-981-5114

Attachments:

- 1. Public Health Waiver Request (without attachments)
- 2. Economic Development Waiver Request (*without attachments*)
- 3. Letter to the Regents of the University of California



Health, Housing & Community Services Department Public Health Division

10/12/2012

TO: Peace and Justice Commission

FROM: Janet Berreman, MD MPH - Health Officer

SUBJECT: Consideration of waiver of the Nuclear Free Berkeley Act per BMC

Section 12.90.070(A)

The City of Berkeley Public Health Division (COB PH) has the opportunity to receive a sizable Emergency Preparedness cache of medical supplies, referred to in this report as "medical surge assets," at no cost. The in-kind value of these assets is approximately \$80,000. COB PH does not have the resources to receive, store, secure, and manage such a sizable cache of supplies. In order to be able to bring these assets to the City, COB PH has identified University of California, Berkeley (UCB) as a partner organization with the capacity to take responsibility for these assets. The California Department of Public Health (CDPH) has agreed to transfer these medical surge assets to UC Berkeley on behalf of the COB PH Division.

The assets include: an Alternative Care Site (ACS) cache and N95 respirators that were purchased by the CDPH. CDPH no longer has the funds to store these supplies and has offered local health departments the option of placing these assets in their communities, for use in a disaster.

COB PH will coordinate the request and shipment of these assets to UCB. UCB will store and stockpile the medical surge assets as a UCB-controlled cache of supplies. The CDPH requires COB PH to have a signed MOU with UCB explaining in detail our CACHE agreement (see MOU attachment). A separate Supply Appendix (see attached) lists the specific items to be transferred to UCB from the CDPH.

Per Berkeley Municipal Code Section 12.90.070 (A), staff is requesting waiver of the Nuclear Free Berkeley Act to allow for the City of Berkeley to enter into an Agreement with the University of California, Berkeley to govern adherence to all applicable MOU agreements, delivery of the supplies, and adherence to the no cost budget.

1. Intent and Purpose

The purpose of the Emergency Preparedness CACHE project is to provide UC Berkeley with an Alternative Care Site (ACS) cache that will serve a quarter of Berkeley's population in an event of a disaster. Because students, staff and visitors at UCB account for a quarter of the population of Berkeley, providing the university with these

Memorandum to: Peace and Justice Commission

Subject: Consideration of waiver of the Nuclear Free Berkeley Act per BMC Section 12.90.070(A)

Date: October 12, 2012

assets will greatly decrease the impact of a disaster on other city services. Enabling UCB to provide services on campus will benefit all Berkeley residents by decreasing the numbers of people needing services provided through the city.

Access to medical surge assets will not, however, be limited to UCB students, staff, and visitors. These assets can only be accessed in a declared emergency in compliance with CDPH guidance, and would be used by the community at large.

This project was designed to be complimentary with the City's Emergency Preparedness Initiatives and is expected to increase overall surge capacity. The project is not related to nuclear weapons.

The project includes elements under the State and City's control, and elements under the purview of UC Berkeley, including:

CDPH Responsibilities

- Coordinate the transport and delivery of medical surge assets to UCB.
- Delineate the conditions for use of the medical surge assets.
- Delineate the storage and maintenance requirements of the medical surge assets.
- Provide suggested language for an MOU between COBPH and UCB regarding the agreement to store medical surge assets.

COB Responsibilities

- Facilitate the process for shipping the medical surge assets from CDPH to UCB.
- Execute MOU's between COB and CDPH, and between COB and UCB, detailing the agreements and responsibilities.

UCB Responsibilities

- Store the medical surge assets per requirements detailed in the MOU.
- Develop and maintain an Operational Plan that includes 24/7 access and rapid distribution of the medical surge assets for emergency use.
- Ensure that the medical surge assets are used only during declared emergency situations per guidance provided by CDPH for each specific event.
- Make available the medical surge assets to any requesting entity following the guidelines of the Standardized Emergency Management System (SEMS) and work with requesting entity to determine payment of costs associated with transfer of such materiel.
- Agree not to sell, donate for non-emergency use or trade the medical surge assets.
- Appropriately dispose of the medical surge assets when they reach the shelf life/expiration date at no cost to COB.
- Monitor product recalls of medical surge assets and follow manufacturer instructions for such recalls.

Memorandum to: Peace and Justice Commission

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Costs: No Costs Involved to COB

- CDPH agrees to cover the cost for the transport and delivery of the medical surge assets through either direct payment or grant funds.
- UCB agrees to pay for all costs associated with storage and maintenance of the medical surge assets.
- UCB agrees to pay for all costs associated with disposal of the medical surge assets.
- There will be no costs to COB associated with the damage, destruction, or loss of materiel transferred to UCB and covered in the MOU.

2. Availability of Alternatives

There are no viable alternatives to entering into an agreement with UC Berkeley given the transfer requirements and the large capacity of space needed to store 20 pallets (9,000 lbs) of medical assets. Other community partners contacted have all declined due to lack of storage and/or resources in utilizing these medical assets as an ACS in a disaster.

3. Quantifiable Additional Costs of Available Alternatives

The only apparent alternative would be to refuse all or a portion of the medical supplies.

cc: Suzanne Ridel, PH Preparedness Program Manager Tasha Tervalon, PH Operation Unit Chief Christine Daniel, Deputy City Manager

Attachments: MOU (not included)

Supply List Appendix (not included)



August 6, 2012

TO: Peace and Justice Commission

FROM: Jennifer Cogley, Office of Economic Development

SUBJECT: Consideration of waiver of the Nuclear Free Berkeley Act per BMC Section 12.90.070 (A)

The City of Berkeley, Office of Economic Development wishes to contract with UC Berkeley for \$25,000 to build the capacity of the Skydeck Incubator-Accelerator (Skydeck) as a key economic development asset for the City of Berkeley. The Berkeley Skydeck is a 10,000 square foot space in the heart of Downtown (top floor of the 2150 Shattuck Avenue) designed to house emerging start-up and spin-out businesses, help them receive training and mentorship and provide opportunities to network with other young companies.

The Skydeck represents a unique partnership between the City, the University and the private sector. The City benefits in a number of ways: by having early access to startup companies that can assist in future business retention efforts; by getting an opportunity to introduce young companies to local suppliers and service providers that may lead to business relationships that benefit the local economy, and; by having access to Skydeck space for various sorts of meet-ups, pitch events, and other functions vital to the local innovation ecosystem. Successful implementation of this effort will translate into new business formation and jobs for Berkeleyans. The University itself benefits because the programs are integrated into the research, educational and service programs of the University and that supports their academic mission and ability to attract top faculty and students

The Skydeck had a soft opening in October, 2011 and has slowly brought in start-up companies into its space. It now houses13 companies with more than 50 employees and have just hired a new director. Their grand opening event is scheduled for September and promises to be a significant milestone in the economic development of Downtown Berkeley. This contract will provide funds to the Skydeck for a one year period to support their operations during this critical start-up period. In return, the City will receive a variety of services and access that will substantially benefit the City's economic development programs.

Per Berkeley Municipal Code Section 12.90.070 (A), staff is requesting waiver of the Nuclear Free Berkeley Act to allow for the City of Berkeley to enter into an Agreement with the University of California, Berkeley to govern adherence to all applicable contract

rules and regulations, delivery of the Project Scope of Work, and adherence to the Project Budget.

1. Intent and Purpose

The purpose of the UC Berkeley Skydeck Contract is to build the capacity of the UC Berkeley Skydeck as a key economic development asset for the City of Berkeley.

This project was designed to be complimentary with the City's Berkeley Startup Cluster Initiative and is expected to grow the number of high growth businesses which locate in Berkeley. The project is not related to nuclear weapons.

The project includes both elements under the City's control, and elements under the purview of UC Berkeley, including:

- ACCESS: The CITY will designate a CITY employee as the single point-ofcontact for the SKYDECK, and the SKYDECK staff will issue that person one card-key to the SKYDECK. This card-key will be operable while this Contract is in effect.
- <u>TOURS</u>: The CITY will be allowed to lead tours through the SKYDECK for people with whom the CITY is educating about the CITY's innovation ecosystem. The CITY will give the SKYDECK staff at least one-business day advanced notice of these tours, and the tours will be subject to the approval by the SKYDECK Director.
- EVENTS: For the 12-month term of this Contract, the CITY will be allowed to reserve SKYDECK venues and correspondingly host events at the following pricing: (a) four events gratis, (b) eight events at the 20% discounted price as posted on the SKYDECK website, and (c) any additional events at the list price as posted on the SKYDECK website (however, the BOARD or Operating Committee may at its discretion, approve of any additional event at gratis or discounted pricing). For all SKYDECK events hosted by the CITY, the CITY will pay the SKYDECK any direct costs incurred by the SKYDECK, such as for security, cleaning, and/or heating-cooling (as specified on the SKYDECK website). The CITY will comply with all the terms and conditions for hosting events as specified on the SKYDECK website including only hosting events that are consistent with the entrepreneurship, innovation and technology mission of the SKYDECK.
- <u>RECOGNITION</u>: To the extent applicable and at the discretion of the BOARD, content describing the SKYDECK will individually recognize the City of Berkeley, the Berkeley Downtown Business Association, and the Berkeley Chamber of Commerce (collectively "COMMUNITY FOUNDING PARTNERS") as founding partners in the establishment of the SKYDECK. This content can include SKYDECK web pages, press releases and signage.
- <u>SERVICES</u>: The CITY will provide SKYDECK staff with information about local business services that are available to companies and individuals on the SKYDECK, and SKYDECK staff will disseminate this information to SKYDECK companies and individuals. This dissemination could include distributing materials, posting materials, and linking to web pages.
- <u>FEEDBACK</u>: At least two times during the 12-month term of the Contract, the BOARD will convene a Skydeck Founders Circle that will provide feedback to the BOARD and SKYDECK Operating Committee. Each of the three members of the

COMMUNITY FOUNDING PARTNERS will appoint a person to this Skydeck Founders Circle.

2. Availability of Alternatives

There are no viable alternatives to entering into an agreement with UC Berkeley In order to meet the grant requirements, because a significant portion of the proposed project activity involves UC employees and students. Neither the City nor any agency other than UC Berkeley has viable authority over these areas.

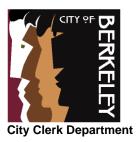
3. Quantifiable Additional Costs of Available Alternatives

The only apparent alternative would be to not fund the Berkeley Skydeck.

That alternative might mean that the opportunity to integrate City of Berkeley programs and services into the training and mentoring of fast growth companies supported by UC Berkeley might be lost.

cc: Michael Caplan, Manager, Office of Economic Development Christine Daniel, City Manager, City of Berkeley

Attachment: Skydeck Contract Scope of Work



February 5, 2013

Regents of the University of California 1111 Franklin Street, 12th Floor Oakland, CA 94607

Subject: Recommendation to Phase-Out Responsibility for Operating the National

Weapons Laboratories

Dear UC Regents:

The Berkeley City Council approved the following language, as recommended by the City's Peace & Justice Commission, at its meeting on February 5, 2013:

"The nuclear danger to the world is still dire. The Council of the City of Berkeley asks the Regents, with respect for the will of the Berkeley community as expressed in the Nuclear Free Berkeley Act, to phase out responsibility for operating the National Weapons Laboratories at Livermore, California and Los Alamos, New Mexico."

Thank you for your consideration of this matter.

Sincerely,

Mark Numainville, CMC Acting City Clerk

cc: Christine Daniel, City Manager

Eric Brenman, Secretary, Peace & Justice Commission