

File No. 130865

Committee Item No. 5

Board Item No. 24

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: 09/25/2013

Board of Supervisors Meeting

Date: October 1, 2013

Cmte Board

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

(Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Victor Young

Date September 20, 2013

Completed by: Victor Young

Date 9/26/13

1 [Memorandum of Understanding - Urban Areas Security Initiative]

2
3 **Resolution approving a Memorandum of Understanding (MOU) with the Cities of**
4 **Oakland and San Jose and the Counties of Alameda, Contra Costa, Marin, Monterey,**
5 **San Mateo, Santa Clara, and Sonoma that provides governance structures and**
6 **procedures for application, allocation, and distribution of Federal Urban Areas**
7 **Security Initiative (UASI) Grant Funds to the Bay Area Urban Area, as well as for**
8 **other federal grant funds to the Bay Area Urban Area as permitted under the MOU;**
9 **and continues San Francisco as the primary grantee and fiscal agent for UASI grant**
10 **funds to the Bay Area Urban Area, as well as for other Federal grant funds to the Bay**
11 **Area Urban Area, as permitted under the MOU for the period of December 1, 2013,**
12 **through December 1, 2017.**

13
14 WHEREAS, The United States Department of Homeland Security ("DHS") has a
15 Homeland Security Grant Program, which includes the Urban Areas Security Initiative
16 ("UASI") Program. The UASI Program addresses the unique planning, equipment, training,
17 and exercise needs of high-threat, high-density "Urban Areas" and assists those areas in
18 building an enhanced and sustainable capacity to prevent, protect against, respond to, and
19 recover from threats and acts of terrorism; and

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

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

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

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

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

16 WHEREAS, The Board of Supervisors approved the 2006 MOU in Resolution No.
17 718-06, File No. 061583; and

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

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

1 WHEREAS, The original term of the 2011 MOU ended on December 31, 2013. Prior
2 to the expiration of that term, the parties to the 2011 MOU agreed to a successor
3 Memorandum of Understanding dated December 1, 2013 ("2013 MOU"), which generally
4 continued the structures and procedures of the 2011 MOU; and

5 WHEREAS, The 2013 MOU affirms established procedures for application for,
6 allocation and distribution of UASI grant funds to the Bay Area Urban Area, continues San
7 Francisco as the primary grantee and fiscal agent for those grant funds, and continues the
8 Approval Authority as an eleven voting-member regional body, with San Francisco having
9 two seats (as a combined City and County), each of the remaining Parties having one seat,
10 and the California Emergency Management Agency having an advisory seat on the body;
11 and

12 WHEREAS, The term of the 2013 MOU is December 1, 2013 through December 1,
13 2017; and

14 WHEREAS, The Approval Authority approved the 2013 MOU at its August 8, 2013
15 meeting; and

16 WHEREAS, a copy of the 2013 MOU is on file with the Clerk of the Board of
17 Supervisors in File No. 130865, which is hereby declared to be a part of this resolution as if
18 set forth fully herein; and

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

22 WHEREAS, As a Party to the 2013 MOU, the City and County of San Francisco can
23 continue its partnership with other cities and counties in the Bay Area to build an enhanced
24 and sustainable local and regional capacity to prevent, protect against, respond to, and
25 recover from threats and acts of terrorism; now, therefore, be it

1 RESOLVED, That the Board of Supervisors of the City and County of San Francisco
2 hereby authorizes the City and County of San Francisco to enter into the 2013 MOU; and
3 be it

4 FURTHER RESOLVED, That the Director of the Department of Emergency
5 Management is authorized to sign the 2013 MOU on behalf of the City and County of San
6 Francisco, and any extensions, augmentations, or amendments to the MOU; and be it

7 FURTHER RESOLVED, That the Director of the Department of Emergency
8 Management is authorized to furnish whatever additional information or assurances that the
9 United States Department of Homeland Security or the California Office of Emergency
10 Services may request in connection with the Homeland Security or UASI grant programs,
11 and to execute, deliver and perform, in the name of the City and County of San Francisco,
12 any additional applications, contracts, agreements, amendments, and payment requests
13 necessary to carry out the City's obligations under the 2013 MOU, subject to the budgetary
14 and fiscal provisions of the Charter; and, be it

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

18
19
20
21
22
23
24
25

MEMORANDUM OF UNDERSTANDING
AMONG

City of Oakland, City of San Jose, City and County of San Francisco, County of Alameda, County of Contra Costa, County of Marin, County of Monterey, County of San Mateo, County of Santa Clara, County of Sonoma

This Memorandum of Understanding ("MOU") dated **DECEMBER 1, 2013**, sets forth the agreements of the **City of Oakland, City of San Jose, City and County of San Francisco, County of Alameda, County of Contra Costa, County of Marin, County of Monterey, County of San Mateo, County of Santa Clara and County of Sonoma** relating to the application for and allocation and distribution of federal Urban Areas Security Initiative ("UASI") Program grant funds and other regional grant funds.

This MOU is made with reference to the following facts and circumstances:

- A. The above named cities and counties (collectively and individually, the "Parties") are committed to regional cooperation and coordination in building and sustaining capabilities to provide the greatest capability for prevention, protection, response, and recovery from threats or acts of terrorism and other catastrophic events in the Bay Area region in accordance with grant guidelines. The Bay Area UASI includes the jurisdictions as defined by the U.S. Department of Homeland Security.
- B. Beginning in 2006, the U.S. Department of Homeland Security ("DHS") utilized a "core-city, core-county" concept to determine risk and allocate grant funds. The jurisdictions in the Bay Area UASI used that same concept to establish the Bay Area UASI Approval Authority ("Approval Authority") as the Urban Area Working Group ("UAWG") for the Bay Area UASI, comprised of Representatives from the Urban Area's core cities and counties. In 2008 and subsequent years, DHS used the U.S. Census-determined Metropolitan Statistical Area as a component of its risk methodology and specified that the UAWG take a regional approach to establish representation and membership.
- C. In 2006, the core cities and counties of the Bay Area Urban Area – the City and County of San Francisco, the City of Oakland, the City of San Jose, the County of Alameda and the County of Santa Clara – approved a Memorandum of Understanding ("2006 MOU"), followed by a 2007 Memorandum of Understanding ("2007 MOU"), that established the objectives, governance structure, responsibilities, reporting structure, and financial agreements to be used in applying for UASI and other federal homeland security grant funding.
- D. The Parties updated the 2007 MOU in 2011 regarding the objectives, governance structure, responsibilities, reporting structure and financial arrangements used by the Bay Area UASI in applying for, allocating and distributing UASI Program grant funding, and other regional grant funds ("2011 MOU"). The 2011 MOU is set to expire on December 1, 2013. The Parties intend that this MOU shall, upon its Effective Date, supersede and replace the 2011 MOU in its entirety.

45 ACCORDINGLY, the Parties agree as follows:

46
47 1. Bay Area UASI Region Approval Authority: The Bay Area UASI Region Approval Authority
48 ("Approval Authority") shall continue for the purposes and on the terms and conditions
49 set forth below.

50
51 a. Membership. The Parties shall appoint Members to the Approval Authority as
52 follows: City of Oakland, City of San Jose, City and County of San Francisco, County
53 of Alameda, County of Contra Costa, County of Marin, County of Monterey, County
54 of San Mateo, County of Santa Clara, County of Sonoma, and, as a non-voting
55 Member, California Office of Emergency Services (Cal OES).

56
57 Selection of Representatives. Each Party is responsible for selecting primary and
58 alternate Representatives to the Approval Authority. Each Party shall select its own
59 Representatives. Each Party shall designate its Representatives, and may change a
60 Representative designation, by written notice as specified under this MOU, to all
61 Parties and the General Manager.

62
63 b. Membership Eligibility Requirements. Each Party must be willing and legally able to
64 accept and manage federal homeland security grant funds.

65
66 c. Authority of Representatives. Each Party's primary and alternate Representatives
67 shall be authorized to take action for and speak on behalf of the Party.

68
69 d. Attendance Requirement. If a Party fails to send a Representative to two or more
70 Approval Authority meetings in a calendar year, the Approval Authority may remove
71 that Party as a Member of the Approval Authority by a two-thirds vote. In the event
72 of such a vote, the Party in question will not be eligible to vote on said issue.

73
74 e. Purpose. The purpose of the Approval Authority is to provide effective direction and
75 governance for grant programs under the jurisdiction of the Approval Authority, and
76 to coordinate a regional approach to prevention, protection, response and recovery
77 to homeland security threats in accordance with DHS grant guidelines. To the
78 extent consistent with grant program requirements, the Approval Authority shall:

- 79
80 i. Approve the UASI region homeland security strategy, which shall determine
81 the focus of the Bay Area UASI program.
- 82 ii. Adopt a regional risk management framework to administer the UASI
83 Homeland Security Grant Program, and related grants, consistent with the
84 grant guidelines and direction provided by the U.S. Department of Homeland
85 Security (DHS) and the California Office of Emergency Services (Cal OES).
- 86 iii. Approve grant allocation methodologies.
- 87 iv. Approve all UASI Program and related grant applications.

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

132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175

- a. Designate two primary Representatives and two alternates as full voting Members of the Approval Authority.
 - b. Serve as the UASI region point of contact with the U.S. Department of Homeland Security (DHS) and California Office of Emergency Services (Cal OES) in connection with grants under the jurisdiction of the Approval Authority.
 - c. Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval Authority during the term of this MOU, notwithstanding that another Jurisdiction may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent pursuant to the process determined in the By-laws.
3. City of Oakland Obligations. During the term of this MOU, Oakland shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
 4. City of San Jose Obligations. During the term of this MOU, San Jose shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
 5. Alameda County Obligations. During the term of this MOU, Alameda County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
 6. Santa Clara County Obligations: During the term of this MOU, Santa Clara County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
 7. Contra Costa County Obligations. During the term of this MOU, Contra Costa County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
 8. Marin County Obligations: During the term of this MOU, Marin County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
 9. San Mateo County Obligations: During the term of this MOU, San Mateo County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
 10. Sonoma County Obligations: During the term of this MOU, Sonoma County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
 11. Monterey County Obligations: During the term of this MOU, Monterey County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.

176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211

12. Obligations of All Parties. All Parties shall:

- a. Participate in the implementation of regional projects and initiatives within the Bay Area Urban Area that are consistent with the mission and decisions of the Approval Authority, including participation in the Risk and Capability Assessment process on an annual basis.
- b. Provide personnel with subject-matter expertise to participate on any advisory groups or working groups established by the Approval Authority and/or the General Manager. Such personnel shall be authorized to take action for and speak on behalf of the Party.

13. California Office of Emergency Services: During the term of this MOU, Cal OES will designate one individual to serve in a non-voting advisory capacity to ensure consistency in strategies and initiatives that support homeland security programs.

14. General Manager.

- a. The Approval Authority shall establish the minimum qualifications for the General Manager position, and may establish desired and preferred qualifications.
- b. The Approval Authority shall select a General Manager.
- c. The General Manager shall be an employee or contractor of the Fiscal Agent.
- d. While the City and County of San Francisco is the Fiscal Agent, the General Manager will be an employee of San Francisco, not a contractor.
- e. The employing jurisdiction is responsible for the work of the General Manager, and for directing and managing that work consistent with the duties determined and established by the Approval Authority. Nothing in this Agreement is intended to interfere with the right of the employing jurisdiction to take employment action regarding the employee assigned as General Manager, including but not limited to imposing discipline up to and including termination of employment.
- f. The individual selected by the Approval Authority shall be assigned to work full-time as the General Manager. The General Manager position shall be funded through grant funds.
- g. Nothing in this MOU is intended to interfere with the right of the Approval Authority to remove the General Manager from his or her role as the General Manager of the Bay Area UASI Management Team.

15. UASI Management Team.

- a. In consultation with the Approval Authority, the General Manager may select employees of the Parties or independent contractors to serve on the Management Team. The salaries of those employees assigned to serve on the Management Team shall be funded through grant funds. Nothing in this MOU is intended to interfere with the right of an employing jurisdiction to take employment action regarding an



- 219 employee assigned to the Management Team, including but not limited to imposing
220 discipline up to and including termination of employment.
- 221 b. The General Manager is responsible for the work of employees assigned to the
222 Management Team, and for directing and managing that work consistent with the
223 general duties determined and established by the General Manager with the
224 employing jurisdiction.
225
- 226 **16. Grants and Contracts Awarded for UASI Grant-Funded Projects.** On behalf of, and by a
227 vote of the Approval Authority, the Fiscal Agent may apply for federal grant funding for
228 the UASI region. All grants and contracts awarded using UASI Program grant funds
229 received by the UASI region shall conform to all applicable federal and state grant and
230 contracting requirements.
- 231
- 232 a. Fiscal Agent. The City and County of San Francisco shall be the Fiscal Agent for the
233 Bay Area UASI, notwithstanding that another Jurisdiction may indicate its desire to
234 become the Fiscal Agent and may become the Fiscal Agent pursuant to the process
235 determined in the By-laws. The Fiscal Agent shall serve as the sub-grantee for funds
236 granted by DHS and Cal OES to the Bay Area Urban Area. The Fiscal Agent shall
237 provide all financial services and establish procedures and execute sub recipient
238 agreements for the distribution of grant funds to jurisdictions selected by the
239 Approval Authority to receive grant funds. The Parties understand that until the
240 Fiscal Agent and a sub recipient jurisdiction fully and finally execute a sub-recipient
241 agreement, the Fiscal Agent shall have no obligation to disburse grant funds to that
242 jurisdiction. The Parties acknowledge and agree that grant decisions are subject to
243 the discretion and decision-making of Cal OES and the Approval Authority. A Party
244 or other sub recipient jurisdiction that takes any action, informal or formal, to
245 appropriate, encumber or expend grant funds before final allocation decisions by Cal
246 OES and the Approval Authority, and before a sub recipient agreement is fully and
247 finally executed with the Fiscal Agent, assumes all risk of possible non-allocation or
248 non-reimbursement of funds.
- 249 b. All requests for funding or reimbursement from the Fiscal Agent shall meet any
250 guidelines and requirements established by the Fiscal Agent. The guidelines may
251 include requirements for record keeping, internal audits, signature authority for
252 approval of reimbursement requests, submission of financial reports, and
253 compliance with professional accounting standards. The Fiscal Agent may recover
254 eligible costs for legal, financial, and other services through the grants administered
255 by the Fiscal Agent.
- 256 c. A Member who is a signatory to this Memorandum of Understanding and who has
257 met all the requirements to hold a seat on the Approval Authority may request to be
258 considered by the remaining Members of the Approval Authority to assume the role
259 of Fiscal Agent at any time during the term of this Memorandum of Understanding.
260 The Approval Authority shall consider the application, along with any applications of
261 other Members, according to the process contained in the By-laws.

262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305

d. The City and County of San Francisco, as the Fiscal Agent will file a performance evaluation for the General Manager based upon the evaluation completed by the Approval Authority, on an annual basis pursuant to the Human Resources Rules of the City and County of San Francisco.

17. By-laws. The Approval Authority shall promulgate By-laws to govern implementation of this MOU, and to set duties and responsibilities for the General Manager and Management Team. The By-laws shall be consistent with the terms of this MOU. Wherever the By-laws conflict with the MOU, the MOU controls. The By Laws may be adopted and amended by a two-thirds vote of the Approval Authority.

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

19. Conflicts of Interest. If and when a Party identifies an actual or potential conflict of interest among one or more of the Parties, that Party shall send written notification to all Parties. The Party with the actual or potential conflict shall respond to the notice within three business days. The response shall indicate whether the Party agrees or disagrees that a conflict exists. If the Party agrees, that Party may take appropriate action to cure the conflict, if possible, and shall describe its corrective actions in its response. If a Party disagrees, or cannot to cure an actual conflict, the Approval Authority shall meet on the conflict within not less than 30 calendar days of the initial

306 notice, in an effort to resolve the conflict. The Approval Authority shall schedule a
307 special meeting if necessary to meet this timeline. All notices under this section shall be
308 provided under Section 28, Notices.
309

310 20. Effective Date and Term. This MOU shall take effect on **December 1, 2013** ("Effective
311 Date") and shall remain in effect until **December 1, 2017**, unless sooner terminated as
312 provided below ("Term").
313

314 21. Termination.
315

316 a. Any Party may terminate its participation in this MOU by providing 30-days advance
317 written notice of its termination to all Parties and the General Manager. That Party
318 shall fulfill any grant-related or contractual obligations to the Fiscal Agent. This MOU
319 shall continue in effect between the remaining Parties.
320 b. The Approval Authority may terminate any Party's participation in this MOU by a
321 two-thirds vote, due to failure of the Party to meet the membership eligibility
322 requirements under Section 1 of this MOU. A party whose membership in the MOU
323 is terminated must still fulfill any grant-related or contractual obligations to the
324 Fiscal Agent.
325 c. The Approval Authority may terminate this MOU at any time, for convenience and
326 without cause, by unanimous vote. Any such action of the Approval Authority shall
327 specify the date on which the termination shall be effective, which date shall be at
328 least six months from the date of the Approval Authority's action to terminate the
329 MOU.
330

331 22. Jurisdiction and Venue. The laws of the State of California shall govern the
332 interpretation and performance of this MOU. Venue for any litigation relating to the
333 formation, interpretation or performance of this MOU shall be in San Francisco, CA.
334

335 23. Modification. This MOU may not be modified, nor may compliance with any of its terms
336 be waived, except by written instrument executed and approved in the same manner as
337 this MOU.
338

339 24. Cooperative Drafting. This MOU has been drafted through a cooperative effort of the
340 Parties, and all Parties have had an opportunity to have the MOU reviewed and revised
341 by legal counsel. No Party shall be considered the drafter of this MOU, and no
342 presumption or rule that an ambiguity shall be construed against the Party drafting the
343 clause shall apply to the interpretation or enforcement of this MOU.
344

345 25. Survival of Terms. The obligations of the Parties and the terms of the following
346 provisions of this Agreement shall survive and continue following expiration or
347 termination of this Agreement: Section 18.
348

349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391

26. Complete Agreement. This is a complete agreement and supersedes any prior oral or written agreements of the Parties regarding the subject matter of this MOU, including but not limited to the process for applying for and distributing grant funding for the Bay Area Urban Area. Without limiting the foregoing, this MOU supersedes the Memorandum of Understanding between City and County of San Francisco, City of San Jose, City of Oakland, Alameda County, and Santa Clara County, dated December 1, 2011.

27. Severability. Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

28. Counterparts. This MOU may be executed in several counterparts, each of which is an original and all of which constitutes but one and the same instrument.

29. Notice.

a. Any notices required hereunder shall be given as follows:

If to the **City and County of San Francisco**, to:
Anne Kronenberg, Executive Director
Department of Emergency Management
1011 Turk Street
San Francisco, CA 94102
(415) 558-3800
Anne.kronenberg@sfgov.org
and
Raymond Guzman, Deputy Chief of Administration
Fire Department
698 Second Street
San Francisco, CA 94107
(415) 558-3411
raymond.guzman@sfgov.org

If to the **City of Oakland**, to:
Renee A. Domingo, Director of Emergency Services
1605 Martin Luther King Jr. Way, 2nd Floor
Oakland, CA 94612
(510) 238-3939
RADomingo@oaklandnet.com

392
393 If to the **City of San Jose**, to:
394 Christopher A. Godley, CEM, Director of Emergency Services
395 855 North San Pedro Street, #404
396 San José, CA 95110-1718
397 (408) 277-4595
398 Christopher.godley@sanjoseca.gov
399

400 If to **Alameda County**, to:
401 Richard T. Lucia, Undersheriff
402 Alameda County Sheriff's Office
403 1401 Lakeside Drive 12th Floor
404 Oakland, CA 94612
405 (510) 272-6868 Office
406 rlucia@acgov.org
407

408 If to **Contra Costa County**, to:
409 Mike Casten, Undersheriff
410 Contra Costa County Sheriff's Office
411 651 Pine Street, 7th Floor
412 Martinez, CA 94553
413 (925) 335-1514
414 mcast@so.cccounty.us
415

416 If to **Marin County**, to:
417 Dave Augustus, Captain
418 Marin County Sheriff's Office
419 3501 Civic Center Drive #145
420 San Rafael, CA 94903
421 (415) 473-7250
422 daugustus@marinsheriff.org
423

424 If to **Monterey County**, to:
425 Sherrie L. Collins, Emergency Services Manager
426 Office of Emergency Services
427 1322 Natividad Road
428 Salinas, CA 93906
429 (831) 796-1901
430 collinsSL@co.monterey.ca.us
431

432 If to **San Mateo County**, to:
433 Carlos G. Bolanos, Undersheriff
434 San Mateo County Sheriff's Office
435 400 County Center

436 Redwood City, CA 94063
437 (650) 599-1662
438 cbolanos@co.sanmateo.ca.us
439

440 If to **Santa Clara County**, to:
441 Ken Kehmna, Fire Chief
442 70 W. Hedding St
443 San Jose, CA 95110
444 (408) 378-4010
445 ken.kehmna@cnt.sccgov.org
446

447 If to **Sonoma County**, to:
448 Christopher Helgren, Emergency Services Manager
449 Sonoma County Fire and Emergency Services Department
450 2300 County Center Drive, Suite 221A
451 Santa Rosa, CA 95403
452 (707) 565-1152
453 Christopher.helgren@sonoma-county.org
454

455 If to **Cal OES**, to:
456 Brendan Murphy, Assistant Secretary
457 California Office of Emergency Services
458 3650 Schriever Ave.
459 Mather, CA 95655
460 (916) 322-2785
461 Brendan.murphy@calema.ca.gov
462

- 463 b. Notices shall be deemed given when received if given in person, by facsimile or
464 by electronic means (if a record of receipt is kept by the sending party showing
465 the date and time of receipt) or three (3) days following deposit in the United
466 States Mail, postage prepaid, to the addressees set forth in subsection (a) above.
467 c. Any Party may change its contact individual and/or address for notice by giving
468 written notice of the change to the other Parties and the General Manager.
469

470 The individuals executing this MOU represent and warrant that they have the legal capacity and
471 authority to do so on behalf of their respective legal entities.
472

473 The undersigned approve the terms and conditions of this MOU.
474

475 **City and County of San Francisco, California**

476

477 Signature: _____

478 By: _____

479 Title: _____

480

481 **City of Oakland, California**

482

483 Signature: _____

484 By: _____

485 Title: _____

486

487 **City of San Jose, California**

488

489 Signature: _____

490 By: _____

491 Title: _____

492

493 **Alameda County, California**

494

495 Signature: _____

496 By: _____

497 Title: _____

498

499 **Contra Costa County, California**

500

501 Signature: _____

502 By: _____

503 Title: _____

504

505 **Marin County, California**

506

507 Signature: _____

508 By: _____

509 Title: _____

510

511 **Monterey County, California**

512

513 Signature: _____

514 By: _____

515 Title: _____

516

517 **San Mateo County, California**

518

519 Signature: _____

520 By: _____

521 Title: _____

522

523 **Santa Clara County, California**

524

525 Signature: _____

526 By: _____

527 Title: _____

528

529 **Sonoma County, California**

530

531 Signature: _____

532 By: _____

533 Title: _____

OFFICE OF THE MAYOR
SAN FRANCISCO



EDWIN M. LEE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: *for* Mayor Edwin M. Lee *JE*
RE: MOU – Urban Areas Security Initiative
DATE: September 10, 2013

Attached for introduction to the Board of Supervisors is the resolution approving a Memorandum of Understanding (MOU) with the Cities of Oakland and San Jose and the Counties of Alameda, Contra Costa, Marin, Monterey, San Mateo, Santa Clara and Sonoma that (1) provides governance structures and procedures for application, allocation and distribution of federal Urban Areas Security Initiative (UASI) grant funds to the Bay Area Urban Area, as well as for other federal grant funds to the Bay Area Urban Area as permitted under the MOU; and (2) continues San Francisco as the primary grantee and fiscal agent for UASI grant funds to the Bay Area Urban Area, as well as for other federal grant funds to the Bay Area Urban Area as permitted under the MOU.

I request that this item be calendared in Budget and Finance Committee.

Should you have any questions, please contact Jason Elliott (415) 554-5105.

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2013 SEP 10 PM 4:31
AK



Department of Emergency Management

1011 Turk Street, San Francisco, CA 94102

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

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



Edwin M. Lee
Mayor

Anne Kronenberg
Executive Director

MEMORANDUM

To: Members of the Budget and Finance Committee

From: Amiee Alden

Date: September 24, 2013

Re: **Item #5: Resolution Approving the 2013 Urban Areas Security Initiative MOU**

The Department of Emergency Management respectfully requests your approval of Item #5 at the September 25, 2013 Budget and Finance Committee meeting. This resolution approves the 2013 Memorandum of Understanding (MOU) governing the Bay Area Urban Areas Security Initiative (UASI). This MOU updates the 2011 MOU previously approved by the Board of Supervisors, which will expire on December 1, 2013.

The Bay Area UASI

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

The 2013 MOU

The 2013 MOU makes no substantive changes to the 2011 MOU, except for extending its term. The term of the new MOU is December 1, 2013 through December 1, 2017. The 2013 MOU was developed collaboratively with all of the member jurisdictions, and was approved unanimously by the UASI Approval Authority at their August 8, 2013 meeting. Each of the member jurisdictions must approve the MOU through their Board of Supervisors or City Council.

The resolution and 2013 MOU are included in your Committee packet. Please contact me at (415) 558-3803 or amiee.alden@sfgov.org if you have any questions or would like additional information.