

File No. 260026

Committee Item No. 2
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight
Board of Supervisors Meeting:

Date: February 5, 2026
Date: _____

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input 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"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU - FY2022-2024 - Clean
<input type="checkbox"/>	<input type="checkbox"/>	MOU - FY2022-2024 - Redline
<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 type="checkbox"/>	<input type="checkbox"/>	Contract / DRAFT Mills Act 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

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DRAFT 2025 MOU</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>UASI CCSF MOU Staff Rpt 121625</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2007 MOU 070107</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2011 MOU First Amend 122910</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2011 MOU Second Amend 050111</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2013 MOU 120113</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2017 MOU 051418</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2021 MOU 120121</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>MYR Memo 010626</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Stmt on Retro 012726</u>

Prepared by: Monique Crayton
Prepared by: _____
Prepared by: _____

Date: January 30, 2026
Date: _____
Date: _____

1 [Memorandum of Understanding - Retroactive - Urban Areas Security Initiative]

2

3 **Resolution retroactively approving a Memorandum of Understanding (MOU) with the**
4 **Cities of Oakland and San Jose and the Counties of Alameda, Contra Costa, Marin,**
5 **Monterey, San Mateo, Santa Clara and Sonoma that provides governance structures**
6 **and 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 other**
8 **Federal grant funds to the Bay Area Urban Area as permitted under the MOU; and**
9 **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 December 1, 2025,**
12 **through November 30, 2030.**

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, and

17 WHEREAS, The UASI Program addresses the unique planning, equipment, training,
18 and exercise needs of high-threat, high-density "Urban Areas" and assists those areas in
19 building an enhanced and sustainable capacity to prevent, protect against, respond to, and
20 recover from threats and acts of terrorism; and,

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

25

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 the purposes
3 of 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 negotiated 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, which the Board of Supervisors
25 approved in Resolution No. 478-11, File No. 111053; and

1 WHEREAS, The parties to the 2011 MOU agreed to a successor Memorandum of
2 Understanding dated December 1, 2013 (“2013 MOU”), which generally continued the
3 structures and procedures of the 2011 MOU, and which the Board of Supervisors approved
4 in Resolution No. 346-13, File No. 130865; and

5 WHEREAS, The parties to the 2013 MOU agreed to a successor Memorandum of
6 Understanding dated December 1, 2017 (“2017 MOU”), which generally continues the
7 structures and procedures of the 2013 MOU, and which the Board of Supervisors approved
8 in Resolution No. 459-17, File No.171158; and

9 WHEREAS, The parties to the 2017 MOU agreed to a successor Memorandum of
10 Understanding dated December 1, 2021 (“2021 MOU”), which generally continues the
11 structures and procedures of the 2017 MOU, and which the Board of Supervisors approved
12 in Resolution No. 455-22, File No. 220132; and

13 WHEREAS, The term of the 2021 MOU is due to expire on November 30, 2025; and

14 WHEREAS, Prior to the expiration of that term, the parties to the 2021 MOU agreed
15 to a successor Memorandum of Understanding dated December 1, 2025 (“2025 MOU”),
16 which generally continues the structures and procedures of the 2021 MOU; and

17 WHEREAS, The Approval Authority approved the 2025 MOU at its September 18,
18 2025 meeting; and

19 WHEREAS, A copy of the 2025 MOU is on file with the Clerk of the Board of
20 Supervisors in File No. 260026, which is hereby declared to be a part of this resolution as if
21 set forth fully herein; and

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

1 WHEREAS, As a Party to the 2025 MOU, the City and County of San Francisco can
2 continue its partnership with other cities and counties in the Bay Area to build an enhanced
3 and sustainable local and regional capacity to prevent, protect against, respond to, and
4 recover from threats and acts of terrorism; now, therefore, be it

5 RESOLVED, That the Board of Supervisors of the City and County of San Francisco
6 hereby authorizes the City and County of San Francisco to enter into the 2025 MOU; and,
7 be it

8 FURTHER RESOLVED, That the Executive Director of the Department of
9 Emergency Management is authorized to furnish whatever additional information or
10 assurances that the United States Department of Homeland Security or the California
11 Office of Emergency Services may request in connection with the Homeland Security or
12 UASI grant programs, and to execute, deliver and perform, in the name of the City and
13 County of San Francisco, any additional applications, contracts, agreements, amendments,
14 and payment requests necessary to carry out the City's obligations under the 2025 MOU,
15 subject to the budgetary and fiscal provisions of the Charter; and, be it

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

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3 RECOMMENDED:

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6 /s/
7 Greg Wagner
8 Controller

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11 /s/
12 Mary Ellen Carroll
13 Executive Director,
14 Department of Emergency Management

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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, 2025, 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 grant funds from the Department of Homeland Security provided on behalf of the San Francisco Bay Area urban area for the purposes of regional prevention, protection, mitigation, response, and recovery to homeland security threats and hazards.

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

- A. This MOU is adopted pursuant to the Joint Exercise of Powers Act, Government Code Section 6500 *et seq*, in effect as of the date hereof and as the same may from time to time be amended or supplemented. The Parties enter into this MOU to delegate the exercise of their joint powers pursuant to the terms and conditions stated herein.
- B. The above-named cities and counties (collectively, the "Parties" and individually, a "Party") are committed to regional cooperation and coordination in building and sustaining capabilities to provide the greatest capability for prevention, protection, mitigation, 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 ("DHS").
- C. Beginning in 2006, 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.
- D. 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.

E. The Parties updated the 2007 MOU in 2011, 2013, 2017, and 2021. Such updates pertained to the objectives, governance structure, membership, 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. The MOU approved in 2021 is set to expire on November 30, 2025. The Parties intend that this MOU shall, upon its Effective Date, supersede and replace the 2021 MOU in its entirety.

ACCORDINGLY, the Parties agree as follows:

1. **Bay Area UASI Region Approval Authority**: The Bay Area UASI Region Approval Authority ("Approval Authority") shall continue for the purposes of serving as the Urban Area Working Group (UAWG) for the Bay Area region on the terms and conditions set forth below.
 - a. **Membership: Representatives**
 - i. *Membership*. The Parties shall appoint Members to the Approval Authority as follows: City of Oakland, City of San Jose, City 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 San Francisco, and County of Sonoma.
 - ii. *Selection of Representatives*. Each Party is responsible for selecting primary and alternate Representatives to the Approval Authority. Each Party shall select its own Representatives. Each Party shall designate its Representatives, and may change a Representative designation, by written notice as specified under this MOU, to the General Manager.
 - iii. *Membership Eligibility Requirements*. Each Member must be willing and legally able to accept and manage federal homeland security grant funds.
 - iv. *Authority of Representatives*. Each Party's primary and alternate Representatives shall be authorized to take action for and speak on behalf of the Party.
 - v. *Attendance and Participation*. Only one Representative per Party may participate in Member discussions and vote at a meeting of the Approval Authority. However, as a core city and core county, up to two Representatives from the City and County of San Francisco may participate and vote at a meeting. During robust Member discussions, a Primary Member may request the Chair to recognize an Alternate Member or other relevant jurisdictional staff and invite them to participate in the discussion

as a subject matter expert. If no Representative of a Party is in attendance for over 25% Approval Authority meetings in a calendar year, the Approval Authority may remove that Party as a Member of the Approval Authority by a two-thirds vote. In the event of such a vote the Party in question will not be eligible to vote on said issue.

- b. Purpose. The purpose of the Approval Authority is to provide effective direction and governance for grant programs under the jurisdiction of the Approval Authority, and to coordinate a regional approach to prevention, protection, mitigation, response and recovery to homeland security threats and hazards in accordance with grant guidelines and direction provided by the U.S. Department of Homeland Security (DHS) and the California Office of Emergency Services (Cal OES). To the extent consistent with grant program requirements, the Approval Authority shall:
 - i. Approve the Bay Area UASI THIRA (Threat and Hazards Identification and Risk Assessment), which shall provide focus to grant investments.
 - ii. Adopt a regional risk management framework to administer all awarded federal grants.
 - iii. Approve grant allocation methodologies.
 - iv. Approve all program and related grant applications.
 - v. Approve allocation and distribution of grant funds under the jurisdiction of the Approval Authority.
 - vi. Approve an annual budget for the Bay Area UASI Management Team, based on a July 1-June 30 Fiscal Year and subject to approval of the annual budget ordinance or process of the Fiscal Agent.
 - vii. Approve the establishment, purpose, and membership of any advisory bodies whose purpose is to advise the Approval Authority.
- c. Representatives' Roles and Responsibilities. Each Approval Authority Representative shall:
 - i. Be prepared for and attend all Approval Authority meetings. Preparation for purposes of this subsection shall include, but not be limited to, reviewing the meeting agenda and accompanying materials and receiving briefings as necessary from the General Manager.
 - ii. Communicate with their jurisdiction's management staff and stakeholders about the discussions and decisions of the Approval Authority, as permitted by law.

- iii. Assign appropriate jurisdiction staff to Bay Area UASI Working Groups, Subcommittees, or other essential programmatic components as necessary to provide relevant subject matter expertise and jurisdictional priorities.
 - iv. Lack of adherence to these responsibilities may result in a Party's removal from the Approval Authority by two-thirds vote.
- d. Other Federal Grants. The Approval Authority may decide to apply the agreements, structures, processes, and mechanisms specified in this MOU in applying for, allocating, and distributing other types of federal grant funding for the Bay Area UASI region. Any such decision shall be by a two-thirds vote of the Approval Authority.
- e. Voting. The Approval Authority shall vote according to the following procedures.
 - i. All votes of the Approval Authority shall require a majority vote for passage of any item, unless a higher threshold is required by law, specified in this MOU, or set by the Approval Authority in its bylaws.
 - ii. Each Representative shall have one vote.
 - iii. Each Representative present at a meeting shall vote "yes", "no" or "abstain" when a question is put.
 - iv. Approval Authority Representatives shall disclose any conflict of interest involved in their voting on an item, and abstain from discussing the item..
- f. Quorum. A quorum shall consist of the majority of the total number of Representatives appointed to the Approval Authority. The Approval Authority may not meet or conduct official business in the absence of a quorum.

2. **Obligations of Parties**. All Parties are obligated to adhere to the stipulations outlined by this MOU and corresponding bylaws. The obligations of each Party in order to execute this MOU shall be as follows:

- a. City of Oakland. During the term of this MOU, Oakland shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
- b. City of San Jose. 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.

- c. City and County of San Francisco. During the term of this MOU, San Francisco will provide the following services to the Approval Authority:
 - i. Designate two primary Representatives and two alternates as full voting Members of the Approval Authority. One primary Representative shall represent the core city of San Francisco; one primary Representative shall represent the core county of San Francisco.
 - ii. 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.
 - iii. Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval Authority during the term of this MOU, notwithstanding that another Party may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent pursuant to the process determined in the bylaws.
- d. Alameda County. 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.
- e. Contra Costa County. 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.
- f. Marin County. 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.
- g. Monterey County. 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.
- h. San Mateo County. 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.
- i. Santa Clara County. 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.
- j. Sonoma County. 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.

3. **Obligations of All Parties; Reservation for Regional Projects.** 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 Management Program on an annual basis.
- b. Provide personnel with subject-matter expertise to participate in 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.
- c. Each Party expressly retains all rights and powers necessary to accept and adopt regional plans on behalf of their jurisdiction.

4. **General Manager.**

- a. The Approval Authority shall establish the minimum qualifications for the General Manager position, and may establish desired and preferred qualifications, as allowed by law and local civil service rules.
- b. The Approval Authority shall select a General Manager. Any Member of the Approval Authority may submit a proposed candidate for consideration for the role of General Manager when the position is vacant.
- c. While the City and County of San Francisco is the Fiscal Agent, the General Manager shall be an employee, and not a contractor, of San Francisco.
- d. 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.
- e. 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.
- f. Notwithstanding the power conferred on the employing agency in Section 4(e), nothing in this MOU is intended to interfere with the right of the Fiscal Agent to remove the General Manager from his or her role as the General Manager of the Bay Area UASI Management Team. Should the General Manager's programmatic performance not meet the expectations of the Approval Authority, a vote of no confidence may be made at a meeting of the Approval Authority as called by the

Chair. If a two-thirds vote of no confidence is achieved, the Approval Authority may recommend to the Fiscal Agent to terminate the General Manager.

- g. The City and County of San Francisco, as the Fiscal Agent, may conduct a performance evaluation for the General Manager with input from the Approval Authority, on an annual basis pursuant to the Human Resources Rules of the City and County of San Francisco.

5. UASI Management Team.

- a. In consultation with the Approval Authority, the General Manager may hire employees, to the extent permitted by federal and state law, to be employed by the employing jurisdiction and 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, or the General Management to take employment action regarding an employee assigned to the Management Team, including but not limited to imposing discipline up to and including termination of employment.
- b. The General Manager is responsible for the work of employees assigned to the Management Team, and for directing and managing that work consistent with the general duties determined and established by the General Manager.

6. **Grants and Contracts Awarded for Grant-Funded Projects.** On behalf of, and by a vote of the Approval Authority, the Fiscal Agent may apply for federal grant funding for the UASI region. All grants and contracts awarded using UASI Program grant funds received by the UASI region shall conform to all applicable federal and state grant and contracting requirements.

- a. **Fiscal Agent.** The City and County of San Francisco shall be the Fiscal Agent for the Bay Area UASI, notwithstanding that another Party may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent pursuant to the process determined in the bylaws. The Fiscal Agent shall serve as the sub-grantee for funds granted by DHS and Cal OES to the Bay Area Urban Area. The Fiscal Agent shall provide all financial services and, through the UASI Management Team, establish procedures and execute sub-recipient agreements for the distribution of grant funds to jurisdictions selected by the Approval Authority to receive grant funds. The Parties understand that until the Fiscal Agent and a sub-recipient jurisdiction fully and finally execute a sub-recipient agreement, the Fiscal Agent shall have no obligation to disburse grant funds to that jurisdiction. The Parties acknowledge and agree that grant decisions are subject to the discretion and decision-making of DHS, Cal OES, and the Approval Authority. A Party or other sub-recipient jurisdiction that takes any action, informal or formal, to appropriate, encumber, or expend grant

funds before final allocation decisions by DHS, Cal OES, and the Approval Authority, and before a sub-recipient agreement is fully and finally executed with the Fiscal Agent, assumes all risk of possible non-allocation or non-reimbursement of funds.

- b. All requests for funding or reimbursement from the Fiscal Agent shall meet any guidelines and requirements established by the Fiscal Agent and implemented by the UASI Management Team. The guidelines may include requirements for record keeping, internal audits, signature authority for approval of reimbursement requests, submission of financial reports, and compliance with professional accounting standards. The Fiscal Agent may recover eligible costs for legal, financial, and other services through the grants administered by the Fiscal Agent through the UASI Management Team.
- c. A Member who is a signatory to this Memorandum of Understanding and who has met all the requirements to hold a seat on the Approval Authority may request to be considered by the remaining Members of the Approval Authority to assume the role of Fiscal Agent at any time during the term of this Memorandum of Understanding. The Approval Authority shall consider the application, along with any applications of other Members, according to the process contained in the bylaws. Any change of Fiscal Agent must be approved by a two-thirds, rather than majority, vote of the Approval Authority. Change of Fiscal Agent will require an immediate revision of this MOU.

7. **Bylaws.** The Approval Authority shall promulgate bylaws to govern implementation of this MOU, and to set duties and responsibilities for the General Manager and Management Team, as well as each of the Parties. The bylaws shall be consistent with the terms of this MOU. Wherever the bylaws conflict with the MOU, this MOU shall control. The bylaws may be adopted and amended by a two-thirds vote of the Approval Authority.
8. **Preemption.** Should a federal law preempt a state or local law, regulation, or policy, the Approval Authority, including its Fiscal Agent and its employees performing work for the Approval Authority, shall comply with the federal law and implementing regulations. No provision of this MOU or the By-laws require the Approval Authority or its Fiscal Agent to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance, as applied pursuant to applicable laws pertaining to preemption.
9. **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 deemed 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 deemed 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.

10. **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 through the General Manager. 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 cure an actual conflict, the Approval Authority shall meet on the conflict within not less than 30 calendar days of the initial notice, in an effort to resolve the conflict. The Approval Authority shall schedule a special meeting if necessary to meet this timeline. All notices under this section shall be provided under Section 28, Notices.
11. **Effective Date and Term.** This MOU shall take effect on December 1, 2025 ("Effective Date") and shall remain in effect through November 30, 2030, unless sooner terminated as provided below ("Termination"). If, however, a new memorandum of understanding has not been adopted as of November 30, 2030, this MOU shall continue to govern until such time when a new memorandum of understanding has been adopted.
12. **Termination.**
 - a. Any Party may terminate its participation in this MOU by providing 30 days' advance written notice of its termination to all Parties and the General Manager. That Party shall fulfill any grant-related or contractual obligations to the Fiscal Agent existing up to and including the date of termination. This MOU shall continue in effect between the remaining Parties.

- b. The Approval Authority may terminate any Party's participation in this MOU by a two-thirds vote, due to failure of the Party to meet the membership eligibility requirements under Section 1 of this MOU. A Party whose membership in the MOU is terminated must still fulfill any grant-related or contractual obligations to the Fiscal Agent existing up to and including the date of termination.
- c. The Approval Authority may terminate this MOU at any time, for convenience and without cause, by unanimous vote. Any such action of the Approval Authority shall specify the date on which the termination shall be effective, which date shall be at least six (6) months from the date of the Approval Authority's action to terminate the MOU.

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

14. **Modification.** This MOU may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as the adoption of this MOU.

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

16. **Survival of Terms.** The obligations of the Parties and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Section 9.

17. **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 dated December 1, 2006 and the 2007 MOU, the 2011 MOU, the 2013 MOU, the 2017 MOU, and the 2021 MOU.

18. **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.

19. **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.

20. **Notice.**

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

If to the **City and County of San Francisco**, to:

Mary Ellen Carroll, Executive Director
Department of Emergency Management
City Hall, Room 344
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
(415) 558-2745
maryellen.carroll@sfgov.org
and
Erica Brown, Assistant Deputy Chief
SFFD Homeland Security
698 Second Street
San Francisco, CA 94107
(415) 238-5266
erica.brown@sfgov.org

If to the **City of Oakland**, to:

Jessica Feil, Emergency Services Manager
Oakland Fire Department
1605 Martin Luther King Jr. Way, 2nd Floor
Oakland, CA 94612
(510) 332-0205
jfeil@oaklandnet.com

If to the **City of San Jose**, to:

Raymond Riordan, Director
Office of Emergency Services
855 N. San Pedro St. 4th Floor
San Jose, CA 95110
(408) 794-7055
ray.riordan@sanjoseca.gov

If to the **Alameda County**, to:

April Luckett-Fahimi, Undersheriff
Alameda County Sheriff's Office
1401 Lakeside Drive 12th Floor
Oakland, CA 94612
(510) 272-6868
aluckett@acgov.org

If to **Contra Costa County**, to:

Jose Beltran, Assistant Sheriff
Contra Costa County Sheriff's Office
1850 Muir Road
Martinez, CA 94553
(925) 383-4948
jbelt@so.cccounty.us

If to **Marin County**, to:

Steven Torrence, Director of Emergency Management
County of Marin
1600 Los Gamos Drive #302
San Rafael, CA 94903
(415) 473-6586
storrence@marincounty.org

If to **Monterey County**, to:

Kelsey Scanlon, Director
Monterey County Department of Emergency Management
1322 Natividad Road
Salinas, CA 93906
(831) 796-1902
scanlonK@co.monterey.ca.us

If to **San Mateo County**, to:

Daniel Perea, Undersheriff
San Mateo County Sheriff's Office
400 County Center, 3rd Floor
Redwood City, CA 94063
(650) 599-1662
dperea@smcgov.org

If to **Santa Clara County**, to:

Dana Reed, Director
Santa Clara County Office of Emergency Management
55 West Younger Avenue, Ste 450
San Jose, CA 95110
(408) 378-4010
dana.reed@oem.sccgov.org

If to **Sonoma County**, to:

Jeff DuVall, Director
Sonoma County Department of Emergency Management
2300 County Center Drive, Ste. 220B
Santa Rosa, CA 95403

(707) 565-1152
jeff.duvall@sonoma-county.org

IN WITNESS WHEREOF,

[Signature pages to follow]

**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**

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

The undersigned approve the terms and conditions of this MOU.

CITY OF OAKLAND

By:

Title:

**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**

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

The undersigned approve the terms and conditions of this MOU.

CITY OF SAN JOSE

By:

Title:

**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**

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

The undersigned approve the terms and conditions of this MOU.

CITY AND COUNTY OF SAN FRANCISCO

By:
Title:

Approved as to Form:

David Chiu
City Attorney

By: _____
Paula R. Lee
Deputy City Attorney

**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**

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

The undersigned approve the terms and conditions of this MOU.

ALAMEDA COUNTY

By:

Title:

**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**

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

The undersigned approve the terms and conditions of this MOU.

CONTRA COSTA COUNTY

By:

Title:

**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**

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

The undersigned approve the terms and conditions of this MOU.

MARIN COUNTY

By:
Title:

**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**

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

The undersigned approve the terms and conditions of this MOU.

MONTEREY COUNTY

By:

Title:

**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**

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

The undersigned approve the terms and conditions of this MOU.

SAN MATEO COUNTY

By:
Title:

**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**

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

The undersigned approve the terms and conditions of this MOU.

SANTA CLARA COUNTY

By:

Title:

**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**

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

The undersigned approve the terms and conditions of this MOU.

SONOMA COUNTY

By:
Title:



Mayor
Daniel Lurie

Department of Emergency Management

1011 Turk Street, San Francisco, CA 94102



Mary Ellen Carroll
Executive Director

To: Mayor Daniel Lurie

From: Mary Ellen Carroll, Executive Director, Department of Emergency Management

Date: December 16, 2025

Re: Resolution Approving the 2025 Bay Area Urban Areas Security Initiative
Memorandum of Understanding (MOU)

AGENDA ITEM: Bay Area Urban Area Security Initiative (UASI) Memorandum of Understanding

LEGISLATION FOR APPROVAL: The proposed resolution seeks the Board of Supervisors approval for the continuation of a regional Memorandum of Understanding (MOU) between the City and County of San Francisco, the cities of Oakland and San Jose, and the counties of Alameda, Contra Costa, Marin, Monterey, San Mateo, Santa Clara, and Sonoma for the application, allocation and distribution of federal Urban Area Security Initiative (UASI) grant funds.

BACKGROUND:

The United States Department of Homeland Security (DHS) has a Homeland Security Grant Program, which includes the Urban Areas Security Initiative (UASI) Program. This program addresses the unique planning, equipment, training, and exercise needs of high-threat, high-density "Urban Areas" and assists those areas in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from threats and acts of terrorism. DHS requires each Urban Area receiving grant funds to establish an Urban Area Working Group (UAWG) to act as an executive steering committee and provide overall governance of the UASI Program across the regional area encompassed within the defined Urban Area.

In 2006, the core cities and counties of the Bay Area Urban Area (San Francisco, Oakland, San Jose, Alameda, and Santa Clara) entered into an MOU setting forth their agreements regarding the objectives, governance structures, responsibilities, and financial agreements to use in applying for, allocating, and distributing UASI grant funds to the Bay Area Urban Area, and establishing the Bay Area UASI Approval Authority as the oversight body and the UAWG of the Bay Area Urban Area. The 2006 MOU designated the City and County of San Francisco as the "primary" grantee, and the fiscal agent for UASI funds.



Mayor
Daniel Lurie

Department of Emergency Management

1011 Turk Street, San Francisco, CA 94102



Mary Ellen Carroll
Executive Director

After the expiration of the 2006 MOU, the parties entered into MOUs in 2007, 2011, 2013, 2017, and 2021. Several other Bay Area agencies have been added as members to the Approval Authority in subsequent MOUs. The City and County of San Francisco has been a party to the MOU since 2006.

The current MOU, adopted in 2021, will expire on November 30, 2025, and it is necessary for the member agencies to enter into a new MOU. The Bay Area UASI Management Team prepared and presented the 2025 MOU at the September 18, 2025 meeting of the Approval Authority of the Bay Area UASI. The Approval Authority unanimously approved the proposed 2025 MOU to be forwarded to all member agencies' governing bodies for approval and execution.

ANALYSIS:

The proposed 2025 MOU provides governance structures and procedures for application, allocation, and distribution of federal UASI grant funds to the Bay Area Urban Area, as well as other grants that are managed by the Bay Area UASI. The primary grantee and fiscal agent of the Bay Area UASI, under the proposed MOU, continues to be the City and County of San Francisco. The term of the proposed MOU is December 1, 2025 through November 30, 2030.

Mary Ellen Carroll, San Francisco Department of Emergency Management Executive Director, currently serves as the Primary Representative for the City and County of San Francisco and as the Chair of the Bay Area UASI Approval Authority. The City and County of San Francisco also have another representative from the San Francisco Fire Department and an alternate from the San Francisco Police Department.

The Bay Area UASI receives close to \$30 million annually for the UASI grant program. For FY25 the target grant allocation amount to the Bay Area UASI is \$32,451,685. Of this amount, the City and County of San Francisco will receive approximately \$15,717,455 that is allocated to San Francisco Department of Emergency Management, San Francisco Fire Department, San Francisco Police Department and San Francisco Sheriff's Department. These grant funds cover personnel costs, disaster planning efforts, equipment for first responders, trainings across multiple disciplines, conduct of large-scale regional exercises, and management and administration expenses.

FISCAL IMPACT:

This MOU lays out the governance structure of the Bay Area UASI and does not have an associated fiscal impact, other than allowing for signing parties to enter into grant subawards once funds have been received by the Bay Area UASI from the California Office of Emergency Services. The cost of administering the grant funding is nominal and covered by the management and administration expenses provided under the grant.



Mayor
Daniel Lurie

Department of Emergency Management

1011 Turk Street, San Francisco, CA 94102



Mary Ellen Carroll
Executive Director

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This action is not a project within the meaning of CEQA pursuant to CEQA Guidelines and therefore is not subject to CEQA. Specifically, this item involves only the organization and administrative activities of the Bay Area UASI, and will not result in a direct or reasonably foreseeable indirect physical change in the environment.

RECOMMENDATION: Staff recommends the Board of Supervisors adopt a resolution authorizing the City and County of San Francisco to enter into a Memorandum of Understanding with the cities of Oakland, San Jose, and the counties of Alameda, Contra Costa, Marin, Monterey, San Mateo, Santa Clara, and Sonoma.

ATTACHMENTS:

1. Resolution
2. Proposed 2025 MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY AND COUNTY OF SAN FRANCISCO; CITY OF OAKLAND;
CITY OF SAN JOSE; ALAMEDA COUNTY; AND SANTA CLARA COUNTY**

This Memorandum of Understanding (“MOU”) dated for convenience of reference as of July 1, 2007, sets forth the agreements of the City and County of San Francisco, California (“San Francisco”), the City of Oakland, California (“Oakland”), the City of San Jose, California (“San Jose”), Alameda County, California (“Alameda”), and Santa Clara County, California (“Santa Clara”), relating to the application for and allocation and distribution of federal Urban Areas Security Initiative (“UASI”) Program 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 highest feasible level of prevention, protection, response, and recovery from threats or acts of terrorism and other catastrophic events in the Bay Area region.
- B. On January 3, 2006, the United States Department of Homeland Security (“DHS”) announced that it had combined the Parties and other Bay Area governmental entities into a combined Bay Area “Urban Area” or Super-UASI region (“SUASI region”) for the purpose of application for and distribution of Fiscal Year 2006 UASI Program grant funds. DHS continued that SUASI region structure for application and distribution of Fiscal Year 2007 UASI Program grant funds. The Parties anticipate that DHS will continue to use the SUASI region structure for UASI Program grants in future fiscal years.
- C. For the Fiscal Year 2006 UASI Program, DHS required each Urban Area to establish an Urban Area Working Group (“UAWG”) to act as an executive steering committee to provide overall governance of the homeland security program across the regional area encompassed within the defined Urban Area, to coordinate development and implementation of all UASI Program initiatives, and to ensure that all programmatic requirements associated with participation in the UASI Program were fulfilled. DHS continued the UAWG requirement in the Fiscal Year 2007 UASI Program.
- D. For the Fiscal Year 2006 UASI Program, DHS required also that the UAWG provide either direct or indirect representation for all the jurisdictions that comprise the Urban Area. DHS continued that requirement in the Fiscal Year 2007 UASI Program.
- E. DHS also required the UAWG to develop a methodology for allocating UASI Program funds throughout the SUASI region. That requirement continued into Fiscal Year 2007.
- F. In Fiscal Year 2006, the Parties committed to cooperate for the purposes of applying for, allocating and distributing the Fiscal Year 2006 UASI Program funds, and entered into a

Memorandum of Understanding Between City and County of San Francisco; City of Oakland; City of San Jose; Alameda County; and Santa Clara County, dated July 1, 2006 (“2006 MOU”).

G. The 2006 MOU created a layered governance structure, including an Approval Authority, an Advisory Group and a Management Team, assisted by various working groups based on the initiatives described in the SUASI region’s Fiscal Year 2006 grant submission.

H. The Parties wish to renew and update their existing agreements regarding the SUASI region mission, governance structure, responsibilities, reporting structure and financial arrangements, and to use the agreements, structures, processes and mechanisms agreed to below in applying for, allocating and distributing UASI Program grant funding for the Urban Area for Fiscal Year 2007 and future fiscal years.

ACCORDINGLY, the Parties agree as follows:

- I. Bay Area SUASI Region Approval Authority: The Bay Area SUASI Region Approval Authority (“Approval Authority”), created by the Parties in the 2006 MOU, shall continue for the purposes and on the terms and conditions set forth below.
 - a. Membership. The Parties shall appoint members to the Approval Authority as follows:
 - i. City and County of San Francisco, CA – 2 members, each with full voting authority.
 - ii. City of Oakland, CA – 1 member with full voting authority.
 - iii. City of San Jose, CA – 1 member with full voting authority.
 - iv. Alameda County, CA – 1 member with full voting authority.
 - v. Santa Clara County, CA – 1 member with full voting authority.
 - vi. The Parties shall invite the California Governor’s Office of Emergency Services (“OES”) Coastal Region to appoint 1 advisory member to the Approval Authority. The OES member shall have authority to vote only in the event of a tie vote among the other voting members. The role of the OES member shall be to facilitate Approval Authority and Management Team coordination with the State of California homeland security and emergency preparedness departments and services.
- b. Selection of Representatives. Each Party is responsible for selecting its own representative(s) to the Approval Authority.
- c. Purpose. The purpose of the Approval Authority is to provide effective UASI Program direction and governance and to coordinate UASI Program development and implementation for the SUASI region. The Approval Authority shall be responsible for

developing the SUASI region homeland security strategy, developing investment identifications and justifications, establishing funding allocation methodologies, approving all UASI Program grant applications, approving all UASI-funded projects and programs, and making the final decisions on allocation and distribution of UASI Program grant funds.

- d. **UAWG**. The Approval Authority, along with the Management Team and any advisory and working groups created by the General Manager, shall constitute the UAWG for the SUASI region.
- e. **Quorum**. The Approval Authority shall hold meetings and conduct business only when a quorum is present. A quorum shall mean a majority of the members of the Approval Authority with full voting authority (i.e., at least four of the six members with full voting authority). The presence of the OES representative shall not count towards the quorum requirement.
- f. **Decisionmaking**. Unless otherwise specified herein, all decisions of the Approval Authority requiring a vote of the Authority shall require the affirmative vote of a majority of the full-voting members of the Authority (i.e., at least four affirmative votes). Each full-voting member present at a meeting shall vote “yes” or “no” when a question is put, unless excused from voting by a motion adopted by a majority of the full-voting members present.
- g. **Voting Authority**. Except as provided herein, each member of the Approval Authority shall have one vote on all issues requiring a vote of the Approval Authority under this Agreement. These issues shall include (i) developing the SUASI region homeland security strategy, (ii) developing investment identifications and justifications, (iii) establishing funding allocation methodologies, (iv) approving the grant application, (v) approving UASI Program grant-funded programs, (vi) approving allocation and distribution of UASI Program grant funds, and (vii) other issues as determined by the Approval Authority. The California OES member shall have one vote, but may vote only in the event of a tie vote between the members with full voting authority.
- h. **Other Federal Grants**. The Approval Authority may decide to apply the agreements, structures, processes and mechanisms specified in this MOU in applying for, allocating and distributing other types of federal grant funding for the SUASI region. Any such decision shall be by unanimous vote of the Approval Authority.

2. **City and County of San Francisco Obligations**. During the term of this MOU, San Francisco will provide the following services to the Approval Authority:
 - a. Designate 2 individuals as full voting members of the Approval Authority.
 - b. Chair meetings of the Approval Authority.

- c. Serve as the SUASI region point of contact with the federal DHS and the California Office of Homeland Security (“OHS”) in connection with UASI Program grant funding.
- d. Serve as the Fiscal Agent for the Approval Authority, and establish procedures and provide all financial services for distribution of UASI Program grant funds within the SUASI region.
- e. Serve as the grantee for UASI funds granted by the DHS and OHS to the SUASI region, and establish procedures and execute subgrant agreements for the distribution of UASI Program grant funds to jurisdictions selected by the Approval Authority to receive grant funding.

3. City of Oakland Obligations. During the term of this MOU, Oakland will provide the following services to the Approval Authority:

- a. Designate 1 individual as a full voting member of the Approval Authority.

4. City of San Jose Obligations. During the term of this MOU, San Jose will provide the following services to the Approval Authority:

- a. Designate 1 individual as a full voting member of the Approval Authority.

5. Alameda County Obligations. During the term of this MOU, Alameda will provide the following services to the Approval Authority:

- a. Designate 1 individual as a full voting member of the Approval Authority.

6. Santa Clara County Obligations. During the term of this MOU, Santa Clara will provide the following services to the Approval Authority:

- a. Designate 1 individual as a full voting member of the Approval Authority.

7. General Manager for the SUASI Region Program.

- a. Subject to subsection (b) below, the Approval Authority has the authority by vote of the Authority to select, evaluate, discipline and remove a General Manager for the SUASI Program. The Approval Authority may establish by vote of the Authority the minimum qualifications for the General Manager position, as well as desired and preferred qualifications.
- b. The General Manager shall be an employee, consultant or contractor of a Party or another governmental entity within the SUASI region, and shall be assigned to work full-time as the SUASI Program General Manager. The General Manager position shall be funded through grant funds to the extent funds are available and allocated by the Approval Authority for that purpose.

- c. The General Manager shall be responsible for implementing and managing the policy and program decisions of the Approval Authority, and performing other duties as determined and directed by the Approval Authority. The Approval Authority may establish by vote of the Authority additional job functions, duties and responsibilities for the General Manager position.
- d. The General Manager shall establish a process to ensure either direct or indirect representation for all jurisdictions that comprise the Urban Area. The process developed by the General Manager shall ensure direct representation for at least the following jurisdictions: Marin County, Sonoma County, Napa County, Solano County, Contra Costa County, Alameda County, Santa Clara County, Santa Cruz County, San Mateo County, the City and County of San Francisco, the City of Oakland, and the City of San Jose.
- e. The General Manager may establish discipline specific and/or geographically determined working groups to make comprehensive assessments and recommendations that address the target capability strengths and weaknesses on a regional basis. The Parties shall provide adequate personnel to participate on and support any working groups established by the General Manager.
- f. The General Manager shall coordinate and collaborate with the Bay Area Metropolitan Medical Response Systems, the Bay Area Transportation Security Working Group, the Bay Area Citizen Corps Councils, the Area Maritime Security Committee, and any other stakeholders identified by the Approval Authority or Management Team. As appropriate, the General Manager may invite stakeholders to participate in any advisory or working groups established by the General Manager.

8. Management Team for the SUASI Region Program.

- a. In consultation with the Approval Authority, the General Manager shall select, direct and manage a Management Team to support the Approval Authority and the SUASI region's initiatives and projects, and shall make reasonable efforts to balance regional representation on the Team. The members of this Team shall be employees, consultants, or contractors of the Parties or other governmental entities within the SUASI region, and shall be assigned to serve full-time on the Management Team. The salaries of the employees, consultants or contractors selected to serve on the Management Team shall be funded through grant funds to the extent funds are available and allocated by the Approval Authority for that purpose.
- b. In addition to the members of the Management Team selected under subparagraph (a) above, the Fiscal Agent shall identify and designate an employee, consultant or contractor of the Fiscal Agent to serve as a member of the Management Team, to act as the liaison to the Fiscal Agent for the Management Team. The salary of that employee, consultant or contractor shall be funded through grant funds to the extent funds are available and allocated by the Approval Authority for that purpose.

- c. The Management Team, under the direction of the General Manager, shall perform the following functions and duties:
 - i. Oversee and execute all administrative tasks associated with application for and distribution of UASI Program grant funds and programs.
 - ii. Coordinate, monitor and as appropriate manage all UASI Program grant-funded projects and programs approved by the Approval Authority.
 - iii. Maintain all records associated with the activities of the Approval Authority, Management Team and any advisory and working groups, including but not limited to records regarding UASI Program grant application, funding and disbursement processes.
 - iv. Work with any advisory and working groups, as well as appropriate Bay Area stakeholders, to obtain input and make recommendations to the Approval Authority on application, allocation and distribution of UASI Program grant funds, and policy and programmatic objectives.
 - v. Coordinate and manage any advisory and working groups, and serve as the liaison between those groups.
- d. The Approval Authority may establish by vote of the Authority additional functions, duties and responsibilities for the Management Team.

9. **Grants and Contracts Awarded for UASI Grant-Funded Projects.** All grants and contracts awarded using UASI Program grant funds received by the SUASI region shall conform to all applicable federal and state grant and contracting requirements. Grants and contracts shall be awarded for particular projects and programs, as follows:

- a. The Approval Authority shall determine the projects and programs to be funded, and shall decide which jurisdictions in the SUASI region will receive grants funds ("subrecipients"), the amount of funds allocated and the projects or programs to be funded. A jurisdiction may decline to receive grant funds for a project allocated to that jurisdiction by the Approval Authority. If a jurisdiction does so, the Management Team shall notify the Approval Authority, which shall reallocate the grant funds for that project to an alternative subrecipient.
- b. San Francisco shall be the primary grantee of UASI Program grant funds. The Management Team shall inform San Francisco of the Approval Authority's grant allocation determinations, and request that San Francisco disburse the funds pursuant to the Approval Authority's direction.
- c. San Francisco shall disburse grant funds to subrecipients pursuant to guidelines and requirements established by San Francisco in its capacity as fiscal agent and primary subgrantee.

- d. Each subrecipient shall be responsible for all aspects of the UASI grant-funded projects and programs allocated to that jurisdiction by the Approval Authority, including contracting, project management, ensuring compliance with federal and state grant requirement and decisions of the Approval Authority, equipment purchase, installation and maintenance, and any permitting, environmental or other requirements necessary for any project or program approved by Approval Authority for that jurisdiction.
- e. Before issuing any Request for Proposal related to a UASI grant-funded project or program, a subrecipient shall coordinate with the Management Team to ensure that the Request For Proposal, including the scope of work, meets the SUASI Program requirements for the project or program. After approval from the Management Team, each subrecipient shall select a contractor and issue the contract under its own contracting authority and process. In addition, subrecipients shall coordinate with the Management Team as requested by the Management Team, to allow the Management Team to coordinate, monitor and as appropriate manage UASI grant-funded projects and programs across the SUASI region.
- f. For regional projects, the Management Team shall ensure coordination of the projects and programs allocated to the individual subrecipient jurisdictions.

10. **Fiscal Agent.** All requests for funding or reimbursement from the Fiscal Agent shall meet guidelines and requirements established by the Fiscal Agent. The guidelines shall include requirements for record keeping, internal audits, signature authority for approval of reimbursement requests, submission of financial reports, and compliance with professional accounting standards. The Fiscal Agent shall be entitled to reasonable costs for services performed. Periodically, the Fiscal Agent may submit request for payment, which the Approval Authority shall review and approve within thirty (30) days.

11. **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.

12. Term. This MOU shall take effect on the Effective Date as described in Section 17 below and shall extend until December 31, 2010, unless sooner terminated as provided below ("Term").
13. Termination. Any Party may terminate this MOU in the event that another Party breaches a material provision hereof and the breaching Party does not cure the breach complained of within thirty (30) days following receipt of written notice of the breach. In addition, any Party may terminate its participation in this Agreement by providing 30-days advance written notice of its termination to all Parties; the Agreement shall continue in effect between with the remaining Parties.

In addition, the Approval Authority may terminate this MOU at any time, for convenience and without cause, by unanimous vote. Any such action of the Approval Authority shall specify the date on which the termination shall become effective.
14. Jurisdiction and Venue. The laws of the State of California shall govern the interpretation and performance of this MOU. Venue for any litigation relating to the formation, interpretation or performance of this MOU shall be in San Francisco, CA.
15. Modification. This MOU may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this MOU.
16. Interpretation. This MOU shall be deemed to have been prepared equally by all Parties and its individual provisions shall not be construed or interpreted more favorably for one Party on the basis that the other Parties prepared it.
17. Effective Date. Upon approval by the governing bodies of each of the Parties, this MOU shall become effective retroactive to July 1, 2007.
18. Complete Agreement. This is a complete agreement and supersedes any prior oral or written agreements of the Parties regarding the process for applying for and distributing UASI Program grant funding for the SUASI region. Specifically, this agreement supersedes the 2006 MOU.
19. Notice.
 - a. Any notices required hereunder shall be given as follows:

If to the City and County of San Francisco, to:

Laura Phillips, Executive Director
Department of Emergency Management
1011 Turk Street
San Francisco, CA 94102
(415) 558-3800
Laura.phillips@sfgov.org

and

Gary Massetani, Deputy Chief of Administration
Fire Department
698 Second Street
San Francisco, CA 94107
(415) 558-3411
Gary.massetani@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

If to the City of San Jose, to:

Kimberly Shunk, Emergency Preparedness Director
855 N. San Pedro St. #404
San Jose, CA 95110-1718
(408) 277-4595
kimberly.shunk@sanjoseca.gov

If to Alameda County, to:

Richard T. Lucia, Undersheriff
Alameda County Sheriff's Office
1401 Lakeside Drive 12th Floor
Oakland, CA 94612
(510) 272-6868 Office
r.lucia@acgov.org

If to Santa Clara County, to:

Bruce H. Lee, Interim Director
Office of Emergency Services
55 W. Younger Avenue
San Jose, CA 95110
(408) 808-7802
bruce.lee@oes.sccgov.org

If to State of California, OES, to:

John Anderson, FAIA, Regional Administrator
Governor's Office of Emergency Services
Coastal Region and
CISN & Earthquake Program
1300 Clay Street, Suite 400
Oakland, California 94612
(510) 286-0888
john_anderson@oes.ca.gov

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

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

The undersigned approve the terms and conditions of this MOU.

City and County of San Francisco, California

Signature: 

By: _____

Title: _____

City of Oakland, California

Signature: 

By: _____

Title: OES Director

City of San Jose, California

Signature: Nadine Nader

By: _____ Nadine Nader

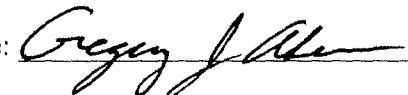
Title: _____ Assistant to the City Manager

APPROVED AS TO FORM



Brian Doyle
Senior Deputy City Attorney
City of San Jose

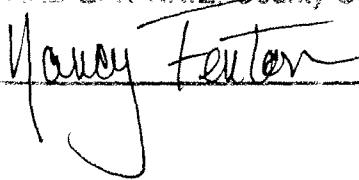
Alameda County, California

Signature: 

By: _____

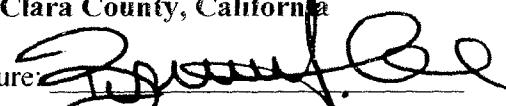
Title: Sheriff

APPROVED AS TO FORM
RICHARD E. WINNIE, County Counsel



Nancy Fenton

Santa Clara County, California

Signature: 

By: Bruce H. Lee

Title: INTERIM OES DIRECTOR

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY AND COUNTY OF SAN FRANCISCO; CITY OF OAKLAND;
CITY OF SAN JOSE; ALAMEDA COUNTY; AND SANTA CLARA COUNTY**

First Amendment

This Amendment (“Amendment”) is made this **December 29, 2010**, by and between 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 (collectively, “the Parties”).

RECITALS

WHEREAS, The Parties entered an Agreement (defined below); and

WHEREAS, The Parties wish to amend the Agreement, to extend the term for up to six months; and

WHEREAS, At its noticed public meeting on September 28, 2010, the Bay Area UASI Approval Authority voted to extend the term of the Agreement;

NOW THEREFORE, The Parties agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term Agreement shall mean the “Memorandum of Understanding between City and County of San Francisco; City of Oakland; City of San Jose; Alameda County; and Santa Clara County,” with an effective date of July 1, 2007, entered by the Parties.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Section 12, Term. Section 12 of the Agreement currently reads as follows:

This MOU shall take effect on the Effective Date as described in Section 17 below and shall extend until December 31, 2010, unless sooner terminated as provided below (“Term”).

Such section is hereby amended in its entirety to provide as follows:

This MOU shall take effect on the Effective Date as described in Section 17 below and shall extend until June 30, 2011, unless sooner terminated as provided below (“Term”). If the Parties negotiate and fully approve a successor Memorandum of Understanding before the

expiration of the Term, this MOU shall expire on final execution of the successor Memorandum of Understanding.

b. Section 19, Notices. Section 19 of the Agreement is replaced in its entirety as follows:

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

Monica Fields, Deputy Chief of Administration
Fire Department
698 Second Street
San Francisco, CA 94107
(415) 558-3411
monica.fields@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

If to the **City of San Jose**, to:

Teresa L. Deloach Reed, Assistant Fire Chief
170 West San Carlos Street
San Jose, CA 95113-2005
(408) 277-4444
Teresa.reed@sanjoseca.gov

If to **Alameda County**, to:

Richard T. Lucia, Undersheriff
Alameda County Sheriff's Office
1401 Lakeside Drive 12th Floor
Oakland, CA 94612
(510) 272-6868 Office
rlucia@acgov.org

If to **Santa Clara County**, to:

Kirstin Hofmann, Director
Office of Emergency Services
55 W. Younger Avenue
San Jose, CA 95110
(408) 808-7802
Kirstin.hofmann@oes.sccgov.org

If to **State of California, OES**, to:

Scott Frizzie
Director of Regional Operations
California Emergency Management Agency
3650 Schriever Ave.
Mather, CA 95655
(916) 845-8491
Scott.frizzie@calema.ca.gov

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

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

The undersigned approve the terms and conditions of this Amendment.

City and County of San Francisco, California

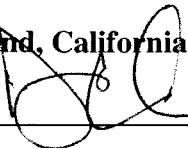
Signature: Anne Kronenberg

By: Anne Kronenberg

Title: DEM Executive Director

The undersigned approve the terms and conditions of this Amendment.

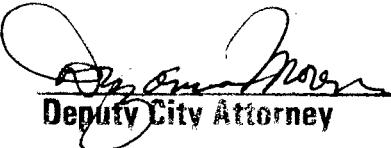
City of Oakland, California

Signature: 

By: Dan Lindheim

Title: City Administrator

APPROVED AS TO FORM & LEGALITY

 Daniel M. Moore

Deputy City Attorney

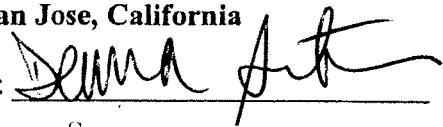
1/21/11

Date

The undersigned approve the terms and conditions of this Amendment.

City of San Jose, California

Signature:



Deanna Santana

By: — Deputy City Manager

Title:

5/18/2011

The undersigned approve the terms and conditions of this Amendment.

Alameda County, California

Signature: Gregory J. Ahern

By: Gregory J. Ahern

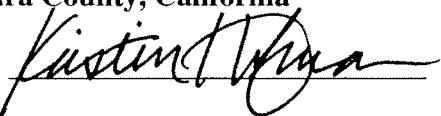
Title: Sheriff

APPROVED AS TO FORM
RICHARD E. WINNIE

By Ray H.

The undersigned approve the terms and conditions of this Amendment.

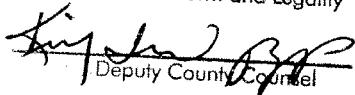
Santa Clara County, California

Signature: 

By: _____

Title: Director, Office of Emergency Services

Approved as to Form and Legality


John B. P.
Deputy County Counsel

Date 21 Jan 2011

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY AND COUNTY OF SAN FRANCISCO; CITY OF OAKLAND;
CITY OF SAN JOSE; ALAMEDA COUNTY; AND SANTA CLARA COUNTY**

Second Amendment

This Amendment (“Amendment”) is made this **May 1, 2011**, by and between 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 (collectively, “the Parties”).

RECITALS

WHEREAS, The Parties entered an Agreement (defined below); and

WHEREAS, The Parties wish to amend the Agreement to extend the term for up to six months; and

WHEREAS, At its noticed public meeting on April 22, 2011, the Bay Area UASI Approval Authority voted to extend the term of the Agreement;

NOW THEREFORE, The Parties agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term Agreement shall mean the “Memorandum of Understanding between City and County of San Francisco; City of Oakland; City of San Jose; Alameda County; and Santa Clara County,” with an effective date of July 1, 2007, entered by the Parties, as amended by the First Amendment dated December 29, 2010.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Section 12, Term. Section 12 of the Agreement currently reads as follows:

This MOU shall take effect on the Effective Date as described in Section 17 below and shall extend until June 30, 2011, unless sooner terminated as provided below (“Term”). If the Parties negotiate and fully approve a successor Memorandum of Understanding before the expiration of the Term, this MOU shall expire on final execution of the successor Memorandum of Understanding.

Such section is hereby amended in its entirety to provide as follows:

This MOU shall take effect on the Effective Date as described in Section 17 below and shall extend until December 31, 2011, unless sooner terminated as provided below ("Term"). If the Parties negotiate and fully approve a successor Memorandum of Understanding before the expiration of the Term, this MOU shall expire on final execution of the successor Memorandum of Understanding.

3. Effective Date. The modification set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

The undersigned approve the terms and conditions of this Amendment.

City and County of San Francisco, California

Signature: Anne Kronenberg

By: Anne Kronenberg

Title: Executive Director

SF Department of Emergency Management

City of Oakland, California

Signature

By: G. Grant Twell

Title: _____

APPROVED AS TO FORM & LEGALITY

AS Attorney
Deputy City Attorney 5/13/11

City of San Jose, California,

Signature: Norberto Duenas

By: Norberto Duenas
Deputy City Manager
Title:

6/20/2014

APPROVED AS TO FORM



Brian Boyle
Senior Deputy City Attorney
City of San Jose

Alameda County, California

Signature: Gregory J. Aher

By: _____

Title: Sheriff 7/21/11

Santa Clara County, California,

Signature: Justin H. Orman

By: _____

Title: Office of Emergency Services Director

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

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

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

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

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

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

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

- v. Approve allocation and distribution of grant funds under the jurisdiction of the Approval Authority.
- vi. Approve an annual budget for the Bay Area UASI Management Team, based on a July 1 – June 30 Fiscal Year.
- vii. Approve the establishment, purpose, and membership of any advisory bodies whose purpose is to advise the Approval Authority.

f. Representatives Roles and Responsibilities. Each Approval Authority Representative shall:

- i. Be prepared for and attend all Approval Authority meetings.
- ii. Communicate with his or her jurisdiction's management staff and stakeholders about the discussions and decisions of the Approval Authority, as permitted by law.

g. Urban Area Working Group (UAWG). The Approval Authority shall constitute the primary UAWG for the UASI region, with support from the UASI General Manager and UASI Management Team.

h. Other Federal Grants. The Approval Authority may decide to apply the agreements, structures, processes and mechanisms specified in this MOU in applying for, allocating and distributing other types of federal grant funding for the Bay Area UASI region. Any such decision shall be by a two thirds vote of the Approval Authority and may include a special designation of an alternative Fiscal Agent.

i. Voting. The Approval Authority shall vote according to the following procedures:

- i. All votes of the Approval Authority shall require a majority vote for passage of any item, unless a higher threshold is specified in this MOU or set by the Approval Authority in its By-laws.
- ii. Each Representative shall have one vote.
- iii. Each Representative present at a meeting shall vote "yes" or "no" when a question is put, unless excused from voting by a motion adopted by a majority of the Members.
- iv. Approval Authority Representatives shall disclose any conflict of interest involved in their voting on an item, and shall, if necessary, request to be excused from the vote on that item.

j. Quorum. A quorum shall consist of the majority of the Representatives on the Approval Authority. A quorum is at least six voting Representatives. The Approval Authority may not meet or conduct official business in the absence of a quorum.

132

133 a. Designate two primary Representatives and two alternates as full voting Members

134 of the Approval Authority.

135 b. Serve as the UASI region point of contact with the U.S. Department of Homeland

136 Security (DHS) and California Office of Emergency Services (Cal OES) in connection

137 with grants under the jurisdiction of the Approval Authority.

138 c. Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval

139 Authority during the term of this MOU, notwithstanding that another Jurisdiction

140 may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent

141 pursuant to the process determined in the By-laws.

142

143 3. City of Oakland Obligations. During the term of this MOU, Oakland shall designate one

144 primary individual and one alternate as a full voting Member of the Approval Authority.

145

146 4. City of San Jose Obligations. During the term of this MOU, San Jose shall designate one

147 primary individual and one alternate as a full voting Member of the Approval Authority.

148

149 5. Alameda County Obligations. During the term of this MOU, Alameda County shall

150 designate one primary individual and one alternate as a full voting Member of the

151 Approval Authority.

152

153 6. Santa Clara County Obligations: During the term of this MOU, Santa Clara County shall

154 designate one primary individual and one alternate as a full voting Member of the

155 Approval Authority.

156

157 7. Contra Costa County Obligations. During the term of this MOU, Contra Costa County

158 shall designate one primary individual and one alternate as a full voting Member of the

159 Approval Authority.

160

161 8. Marin County Obligations: During the term of this MOU, Marin County shall designate

162 one primary individual and one alternate as a full voting Member of the Approval

163 Authority.

164

165 9. San Mateo County Obligations: During the term of this MOU, San Mateo County shall

166 designate one primary individual and one alternate as a full voting Member of the

167 Approval Authority.

168

169 10. Sonoma County Obligations: During the term of this MOU, Sonoma County shall

170 designate one primary individual and one alternate as a full voting Member of the

171 Approval Authority.

172

173 11. Monterey County Obligations: During the term of this MOU, Monterey County shall

174 designate one primary individual and one alternate as a full voting Member of the

175 Approval Authority.

176
177 12. Obligations of All Parties. All Parties shall:

178
179 a. Participate in the implementation of regional projects and initiatives within the Bay
180 Area Urban Area that are consistent with the mission and decisions of the Approval
181 Authority, including participation in the Risk and Capability Assessment process on
182 an annual basis.
183 b. Provide personnel with subject-matter expertise to participate on any advisory
184 groups or working groups established by the Approval Authority and/or the General
185 Manager. Such personnel shall be authorized to take action for and speak on behalf
186 of the Party.

187
188 13. California Office of Emergency Services: During the term of this MOU, Cal OES will
189 designate one individual to serve in a non-voting advisory capacity to ensure
190 consistency in strategies and initiatives that support homeland security programs.

191
192 14. General Manager.

193
194 a. The Approval Authority shall establish the minimum qualifications for the General
195 Manager position, and may establish desired and preferred qualifications.
196 b. The Approval Authority shall select a General Manager.
197 c. The General Manager shall be an employee or contractor of the Fiscal Agent.
198 d. While the City and County of San Francisco is the Fiscal Agent, the General Manager
199 will be an employee of San Francisco, not a contractor.
200 e. The employing jurisdiction is responsible for the work of the General Manager, and
201 for directing and managing that work consistent with the duties determined and
202 established by the Approval Authority. Nothing in this Agreement is intended to
203 interfere with the right of the employing jurisdiction to take employment action
204 regarding the employee assigned as General Manager, including but not limited to
205 imposing discipline up to and including termination of employment.
206 f. The individual selected by the Approval Authority shall be assigned to work full-time
207 as the General Manager. The General Manager position shall be funded through
208 grant funds.
209 g. Nothing in this MOU is intended to interfere with the right of the Approval Authority
210 to remove the General Manager from his or her role as the General Manager of the
211 Bay Area UASI Management Team.

212
213 15. UASI Management Team.

214
215 a. In consultation with the Approval Authority, the General Manager may select
216 employees of the Parties or independent contractors to serve on the Management
217 Team. The salaries of those employees assigned to serve on the Management Team
218 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 d. The City and County of San Francisco, as the Fiscal Agent will file a performance
263 evaluation for the General Manager based upon the evaluation completed by the
264 Approval Authority, on an annual basis pursuant to the Human Resources Rules of
265 the City and County of San Francisco.

266

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

272

273 18. Indemnification. In lieu of and notwithstanding the pro rata risk allocation that might
274 otherwise be imposed between the Parties pursuant to Government Code Section
275 895.6, the Parties agree that all Losses (as defined below) incurred by a Party in
276 connection with this MOU or the activities contemplated by this MOU shall not be
277 shared pro rata but instead the Parties agree that pursuant to Government Code Section
278 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties,
279 including, without limitation, their officers, board members, employees and agents,
280 harmless from any Losses imposed for injury (as defined by Government Code Section
281 810.8) arising in connection with the negligent acts or omissions or willful misconduct of
282 the indemnifying Party, including, without limitation, its officers, board members,
283 employees or agents, under or in connection with or arising out of any work, authority
284 or jurisdiction delegated to such Party under this Agreement. No Party, including,
285 without limitation, any officer, board member, employee or agent thereof, shall be
286 responsible for any Losses occurring by reason of the negligent acts or omissions or
287 willful misconduct of other Parties hereto, including, without limitation, their officers,
288 board members, employees or agents, under or in connection with or arising out of any
289 work, authority or jurisdiction delegated to such other Parties under this Agreement.
290 For purposes of this Section, Losses shall mean any and all claims, demands, losses,
291 liabilities, damages (including foreseeable and unforeseeable consequential damages to
292 the extent arising from third party claims), liens, obligations, interest, injuries, penalties,
293 fines, lawsuits and other proceedings, judgments and awards and costs and expenses
294 (including, without limitation, reasonable attorneys' fees and costs, and consultants'
295 fees and costs) of whatever kind or nature, known or unknown, contingent or
296 otherwise.

297

298 19. Conflicts of Interest. If and when a Party identifies an actual or potential conflict of
299 interest among one or more of the Parties, that Party shall send written notification to
300 all Parties. The Party with the actual or potential conflict shall respond to the notice
301 within three business days. The response shall indicate whether the Party agrees or
302 disagrees that a conflict exists. If the Party agrees, that Party may take appropriate
303 action to cure the conflict, if possible, and shall describe its corrective actions in its
304 response. If a Party disagrees, or cannot to cure an actual conflict, the Approval
305 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 26. **Complete Agreement.** This is a complete agreement and supersedes any prior oral or
350 written agreements of the Parties regarding the subject matter of this MOU, including
351 but not limited to the process for applying for and distributing grant funding for the
352 Bay Area Urban Area. Without limiting the foregoing, this MOU supersedes the
353 Memorandum of Understanding between City and County of San Francisco, City of San
354 Jose, City of Oakland, Alameda County, and Santa Clara County, dated December 1,
355 2011.

356

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

364

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

367

368 29. **Notice.**

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

370

371 If to the **City and County of San Francisco**, to:

372 Anne Kronenberg, Executive Director
373 Department of Emergency Management
374 1011 Turk Street
375 San Francisco, CA 94102
376 (415) 558-3800
377 Anne.kronenberg@sfgov.org
378 and
379 Raymond Guzman, Deputy Chief of Administration
380 Fire Department
381 698 Second Street
382 San Francisco, CA 94107
383 (415) 558-3411
384 raymond.guzman@sfgov.org

385

386 If to the **City of Oakland**, to:

387 Renee A. Domingo, Director of Emergency Services
388 1605 Martin Luther King Jr. Way, 2nd Floor
389 Oakland, CA 94612
390 (510) 238-3939
391 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 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: Anne Kronenberg

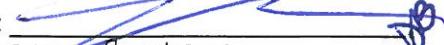
478 By: Anne Kronenberg

479 Title: Executive Director

480 Dept of Emergency management

481 **City of Oakland, California**

482

483 Signature: 

484 By: Deanne Santana

485 Title: City Administrator

486

City of Oakland

Oakland City Attorney for the approval as to form and legality

Signature: Amadis Sotelo 3-10-14

By: Amadis Sotelo

Title: Deputy City Attorney

*Note: Second time signed ~~sotelo~~ agreement.
other parties missing original signed one.*

487 City of San Jose, California

488

489 Signature: 

490 By: Nolberto Duente

491 Title: Deputy City Manager

492

APPROVED AS TO FORM

C.B. [Signature]

C DEPUTY CITY ATTORNEY

493 Alameda County, California

494

495 Signature: Richard T. Lucas /S

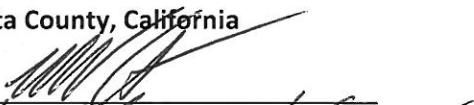
496 By: _____

497 Title: UNDERSIGNED, IF

498

499 **Contra Costa County, California**

500

501 Signature: 

502 By: Michael V. Green

503 Title: CLERK-RECORDS

504

505 Marin County, California

506

507 Signature: R. Doyle

508 By:

509 Title: Marin County Sheriff

510

511 **Monterey County, California**

512

513 Signature: 

514 By: SHERRIE L. COLLINS

515 Title: MONTEREY COUNTY EMERGENCY SERVICES MANAGER

516

517 San Mateo County, California

518 Signature: Carlos M. Bolanos

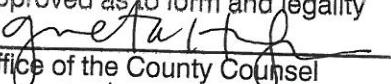
519 By: Carlos G. Bolanos

520 Title: UNDERSHERIFF

522

523 Santa Clara County, California
524
525 Signature: 
526 By: MIKE WASSERMAN
527 Title: PRESIDENT BOARD OF SUPERVISORS
528

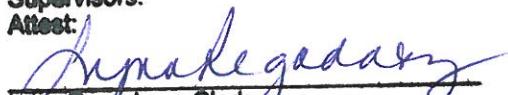
Approved as to form and legality


Office of the County Counsel

6/9/14
Date

Signed and certified that a copy of this
document has been delivered by electronic
or other means to the President, Board of
Supervisors.

Attest:


Lynn Reggeman, Clerk
Board of Supervisors

529 **Sonoma County, California**

530
531 Signature: Al Terrell
532 By: Al Terrell
533 Title: Director + Fire Chief



Department of Emergency Management
1011 Turk Street, San Francisco, CA 94102



Mark Farrell
Mayor

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

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

Anne Kronenberg
Executive Director

May 14, 2018

Ms. Angela Calvillo
Clerk of the Board
San Francisco Board of Supervisors
City and County of San Francisco
City Hall

Re: Urban Areas Security Initiative 2017 Memorandum of Understanding

Dear Ms. Calvillo:

Attached is the fully executed 2017 Urban Areas Security Initiative Memorandum of Understanding among all parties described in Resolution No. 459-17, File No. 171158. As stated, that within 30 days of the MOU being fully executed by all parties, the Executive Director of Emergency Management shall provide the final MOU to the Clerk of the Board for inclusion into the official file.

Thank you for your assistance in this matter. If you should have any questions, please do not hesitate to contact me at 415-558-2745.

Sincerely,

A handwritten signature in blue ink that reads "Anne Kronenberg".
Anne Kronenberg
Executive Director

1 [Memorandum of Understanding - Urban Areas Security Initiative]

2

3 **Resolution retroactively approving a Memorandum of Understanding (MOU) with the**
4 **Cities of Oakland and San Jose and the Counties of Alameda, Contra Costa, Marin,**
5 **Monterey, San Mateo, Santa Clara, and Sonoma that provides governance structures**
6 **and 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 other**
8 **Federal grant funds to the Bay Area Urban Area as permitted under the MOU; and**
9 **continues San Francisco as the primary grantee and fiscal agent for UASI grant funds**
10 **to the Bay Area Urban Area, as well as for other Federal grant funds to the Bay Area**
11 **Urban Area as permitted under the MOU for the period of December 1, 2017, through**
12 **November 30, 2021.**

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, and

17 WHEREAS, The UASI Program addresses the unique planning, equipment, training,
18 and exercise needs of high-threat, high-density "Urban Areas" and assists those areas in
19 building an enhanced and sustainable capacity to prevent, protect against, respond to, and
20 recover from threats and acts of terrorism; and

21 WHEREAS, DHS requires each Urban Area receiving grant funds to establish an
22 Urban Area Working Group ("UAWG") to act as an executive steering committee and provide
23 overall governance of the UASI Program across the regional area encompassed within the
24 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 the purposes
3 of 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
17 No. 718-06, File No. 061583; and

18 WHEREAS, The parties to the 2006 MOU negotiated 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, which the Board of Supervisors
25 approved in Resolution No. 478-11, File No. 111053; and

1 WHEREAS, The parties to the 2011 MOU agreed to a successor Memorandum of
2 Understanding dated December 1, 2013 ("2013 MOU"), which generally continued the
3 structures and procedures of the 2011 MOU, and which the Board of Supervisors approved
4 in Resolution No. 346-13, File No. 130865; and

5 WHEREAS, The term of the 2013 MOU is due to expire on December 1, 2017; and

6 WHEREAS, Prior to the expiration of that term, the parties to the 2013 MOU agreed
7 to a successor Memorandum of Understanding dated December 1, 2017 ("2017 MOU"),
8 which generally continues the structures and procedures of the 2013 MOU; and

9 WHEREAS, The Approval Authority approved the 2017 MOU at its August 10, 2017
10 meeting; and

11 WHEREAS, A copy of the 2017 MOU is on file with the Clerk of the Board of
12 Supervisors in File No. 171158, which is hereby declared to be a part of this resolution as if
13 set forth fully herein; and

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

17 WHEREAS, The City and County of San Francisco does not condone training that
18 promotes militarized policing or stereotypes pertaining to race or religion in counter-terrorist
19 programs, and

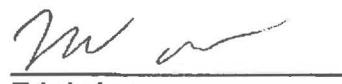
20 WHEREAS, As a Party to the 2017 MOU, the City and County of San Francisco can
21 continue its partnership with other cities and counties in the Bay Area to build an enhanced
22 and sustainable local and regional capacity to prevent, protect against, respond to, and
23 recover from threats and acts of terrorism; now, therefore, be it

1 RESOLVED, That the Board of Supervisors of the City and County of San Francisco
2 hereby retroactively authorizes the City and County of San Francisco to enter into the 2017
3 MOU; and, be it

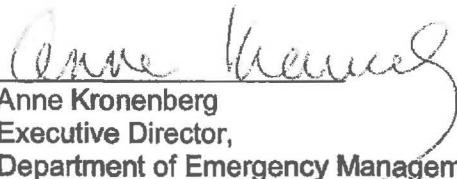
4 FURTHER RESOLVED, That the Executive Director of the Department of
5 Emergency Management is authorized to furnish whatever additional information or
6 assurances that the United States Department of Homeland Security or the California
7 Office of Emergency Services may request in connection with the Homeland Security or
8 UASI grant programs, and to execute, deliver and perform, in the name of the City and
9 County of San Francisco, any additional applications, contracts, agreements, amendments,
10 and payment requests necessary to carry out the City's obligations under the 2017 MOU,
11 subject to the budgetary and fiscal provisions of the Charter; and, be it

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

1
2
3 **RECOMMENDED:**
4
5
6
7

8
9 
10 **Edwin Lee**
11 **Mayor**
12

13 
14 **Ben Rosenfield**
15 **Controller**
16

17 
18 **Anne Kronenberg**
19 **Executive Director,**
20 **Department of Emergency Management**
21
22
23
24
25



City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 171158

Date Passed: December 12, 2017

Resolution retroactively 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 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 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 for the period of December 1, 2017; through November 30, 2021.

November 30, 2017 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

November 30, 2017 Budget and Finance Committee - RECOMMENDED AS AMENDED

December 12, 2017 Board of Supervisors - ADOPTED

Ayes: 10 - Breed, Cohen, Farrell, Kim, Peskin, Ronen, Safai, Sheehy, Tang and Yee

Excused: 1 - Fewer

File No. 171158

I hereby certify that the foregoing Resolution was ADOPTED on 12/12/2017 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor

Date Approved

**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, 2017**, 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, the "Parties" and individually, a "Party") are committed to regional cooperation and coordination in building and sustaining capabilities to provide the greatest capability for prevention, protection, mitigation, 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, and updated the 2011 MOU in 2013. Such updates pertained to the objectives, governance structure, membership, 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. The 2013 MOU is set to expire on December 1, 2017. The Parties intend that this MOU shall, upon its Effective Date, supersede and replace the 2013 MOU in its entirety.

ACCORDINGLY, the Parties agree as follows:

1. **Bay Area UASI Region Approval Authority:** The Bay Area UASI Region Approval Authority ("Approval Authority") shall continue for the purposes and on the terms and conditions set forth below.
 - a. **Membership.** The Parties shall appoint Members to the Approval Authority as follows: 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.
 - Selection of Representatives.** Each Party is responsible for selecting primary and alternate Representatives to the Approval Authority. Each Party shall select its own Representatives. Each Party shall designate its Representatives, and may change a Representative designation, by written notice as specified under this MOU, to the General Manager.
 - b. **Membership Eligibility Requirements.** Each Party must be willing and legally able to accept and manage federal homeland security grant funds.
 - c. **Authority of Representatives.** Each Party's primary and alternate Representatives shall be authorized to take action for and speak on behalf of the Party.
 - d. **Attendance Requirement.** If a Party fails to send a Representative to two or more Approval Authority meetings in a calendar year, the Approval Authority may remove that Party as a Member of the Approval Authority by a two-thirds vote. In the event of such a vote, the Party in question will not be eligible to vote on said issue.
 - e. **Purpose.** The purpose of the Approval Authority is to provide effective direction and governance for grant programs under the jurisdiction of the Approval Authority, and to coordinate a regional approach to prevention, protection, mitigation, response and recovery to homeland security threats and hazards in accordance with DHS grant guidelines. To the extent consistent with grant program requirements, the Approval Authority shall:
 - i. Approve the Bay Area UASI Goals and Objectives and THIRA (Threat and Hazards Identification and Risk Assessment), which shall provide focus to grant investments
 - ii. Adopt a regional risk management framework to administer the UASI Homeland Security Grant Program, and related grants, consistent with the grant guidelines and direction provided by the U.S. Department of Homeland Security (DHS) and the California Office of Emergency Services (Cal OES).
 - iii. Approve grant allocation methodologies.
 - iv. Approve all UASI Program and related grant applications.

- v. Approve allocation and distribution of grant funds under the jurisdiction of the Approval Authority.
- vi. Approve an annual budget for the Bay Area UASI Management Team, based on a July 1 – June 30 Fiscal Year.
- vii. Approve the establishment, purpose, and membership of any advisory bodies whose purpose is to advise the Approval Authority.

f. **Representatives' Roles and Responsibilities.** Each Approval Authority Representative shall:

- i. Be prepared for and attend all Approval Authority meetings.
- ii. Communicate with his or her jurisdiction's management staff and stakeholders about the discussions and decisions of the Approval Authority, as permitted by law.

g. **Urban Area Working Group (UAWG).** The Approval Authority shall constitute the primary UAWG for the UASI region, with support from the UASI General Manager and UASI Management Team.

h. **Other Federal Grants.** The Approval Authority may decide to apply the agreements, structures, processes and mechanisms specified in this MOU in applying for, allocating and distributing other types of federal grant funding for the Bay Area UASI region. Any such decision shall be by a two-thirds vote of the Approval Authority.

i. **Voting.** The Approval Authority shall vote according to the following procedures:

- i. All votes of the Approval Authority shall require a majority vote for passage of any item, unless a higher threshold is specified in this MOU or set by the Approval Authority in its By-laws.
- ii. Each Representative shall have one vote.
- iii. Each Representative present at a meeting shall vote "yes" or "no" when a question is put, unless excused from voting by a motion adopted by a majority of the Members.
- iv. Approval Authority Representatives shall disclose any conflict of interest involved in their voting on an item, and shall, if necessary, request to be excused from the vote on that item.

j. **Quorum.** A quorum shall consist of the majority of the Representatives on the Approval Authority. A quorum is at least six voting Representatives. The Approval Authority may not meet or conduct official business in the absence of a quorum.

132 3. City of San Jose Obligations. During the term of this MOU, San Jose shall designate one
133 primary individual and one alternate as a full voting Member of the Approval Authority.
134

135 4. City and County of San Francisco Obligations. During the term of this MOU, San
136 Francisco will provide the following services to the Approval Authority:
137 a. Designate two primary Representatives and two alternates as full voting Members
138 of the Approval Authority.
139 b. Serve as the UASI region point of contact with the U.S. Department of Homeland
140 Security (DHS) and California Office of Emergency Services (Cal OES) in connection
141 with grants under the jurisdiction of the Approval Authority.
142 c. Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval
143 Authority during the term of this MOU, notwithstanding that another Party may
144 indicate its desire to become the Fiscal Agent and may become the Fiscal Agent
145 pursuant to the process determined in the By-laws.
146

147 5. Alameda County Obligations. During the term of this MOU, Alameda County shall
148 designate one primary individual and one alternate as a full voting Member of the
149 Approval Authority.
150

151 6. Contra Costa County Obligations. During the term of this MOU, Contra Costa County
152 shall designate one primary individual and one alternate as a full voting Member of the
153 Approval Authority.
154

155 7. Marin County Obligations: During the term of this MOU, Marin County shall designate
156 one primary individual and one alternate as a full voting Member of the Approval
157 Authority.
158

159 8. Monterey County Obligations: During the term of this MOU, Monterey County shall
160 designate one primary individual and one alternate as a full voting Member of the
161 Approval Authority.
162

163 9. San Mateo County Obligations: During the term of this MOU, San Mateo County shall
164 designate one primary individual and one alternate as a full voting Member of the
165 Approval Authority.
166

167 10. Santa Clara County Obligations: During the term of this MOU, Santa Clara County shall
168 designate one primary individual and one alternate as a full voting Member of the
169 Approval Authority.
170

171 11. Sonoma County Obligations: During the term of this MOU, Sonoma County shall
172 designate one primary individual and one alternate as a full voting Member of the
173 Approval Authority.
174

175 12. Obligations of All Parties. All Parties shall:

176 a. Participate in the implementation of regional projects and initiatives within the Bay
177 Area Urban Area that are consistent with the mission and decisions of the Approval
178 Authority, including participation in the Risk Management Program on an annual
179 basis.
180 b. Provide personnel with subject-matter expertise to participate on working groups
181 established by the Approval Authority and/or the General Manager. Such personnel
182 shall be authorized to take action for and speak on behalf of the Party.
183

184 **13. General Manager.**

185 a. The Approval Authority shall establish the minimum qualifications for the General
186 Manager position, and may establish desired and preferred qualifications.
187 b. The Approval Authority shall select a General Manager.
188 c. The General Manager shall be an employee or contractor of the Fiscal Agent.
189 d. While the City and County of San Francisco is the Fiscal Agent, the General Manager
190 will be an employee, and not a contractor, of San Francisco.
191 e. The employing jurisdiction is responsible for the work of the General Manager, and
192 for directing and managing that work consistent with the duties determined and
193 established by the Approval Authority. Nothing in this Agreement is intended to
194 interfere with the right of the employing jurisdiction to take employment action
195 regarding the employee assigned as General Manager, including but not limited to
196 imposing discipline up to and including termination of employment.
197 f. The individual selected by the Approval Authority shall be assigned to work full-time
198 as the General Manager. The General Manager position shall be funded through
199 grant funds.
200 g. Nothing in this MOU is intended to interfere with the right of the Approval Authority
201 to remove the General Manager from his or her role as the General Manager of the
202 Bay Area UASI Management Team.
203

204 **14. UASI Management Team.**

205 a. In consultation with the Approval Authority, the General Manager may select
206 employees of the Parties or independent contractors to serve on the Management
207 Team. The salaries of those employees assigned to serve on the Management Team
208 shall be funded through grant funds. Nothing in this MOU is intended to interfere
209 with the right of an employing jurisdiction to take employment action regarding an
210 employee assigned to the Management Team, including but not limited to imposing
211 discipline up to and including termination of employment.
212 b. The General Manager is responsible for the work of employees assigned to the
213 Management Team, and for directing and managing that work consistent with the
214 general duties determined and established by the General Manager with the
215 employing jurisdiction.
216

218 15. Grants and Contracts Awarded for UASI Grant-Funded Projects. On behalf of, and by a
219 vote of the Approval Authority, the Fiscal Agent may apply for federal grant funding for
220 the UASI region. All grants and contracts awarded using UASI Program grant funds
221 received by the UASI region shall conform to all applicable federal and state grant and
222 contracting requirements.

223

224 a. Fiscal Agent. The City and County of San Francisco shall be the Fiscal Agent for the
225 Bay Area UASI, notwithstanding that another Party may indicate its desire to
226 become the Fiscal Agent and may become the Fiscal Agent pursuant to the process
227 determined in the By-laws. The Fiscal Agent shall serve as the sub-grantee for funds
228 granted by DHS and Cal OES to the Bay Area Urban Area. The Fiscal Agent shall
229 provide all financial services and establish procedures and execute sub- recipient
230 agreements for the distribution of grant funds to jurisdictions selected by the
231 Approval Authority to receive grant funds. The Parties understand that until the
232 Fiscal Agent and a sub-recipient jurisdiction fully and finally execute a sub-recipient
233 agreement, the Fiscal Agent shall have no obligation to disburse grant funds to that
234 jurisdiction. The Parties acknowledge and agree that grant decisions are subject to
235 the discretion and decision-making of Cal OES and the Approval Authority. A Party
236 or other sub recipient jurisdiction that takes any action, informal or formal, to
237 appropriate, encumber or expend grant funds before final allocation decisions by Cal
238 OES and the Approval Authority, and before a sub recipient agreement is fully and
239 finally executed with the Fiscal Agent, assumes all risk of possible non-allocation or
240 non-reimbursement of funds.

241 b. All requests for funding or reimbursement from the Fiscal Agent shall meet any
242 guidelines and requirements established by the Fiscal Agent. The guidelines may
243 include requirements for record keeping, internal audits, signature authority for
244 approval of reimbursement requests, submission of financial reports, and
245 compliance with professional accounting standards. The Fiscal Agent may recover
246 eligible costs for legal, financial, and other services through the grants administered
247 by the Fiscal Agent.

248 c. A Member who is a signatory to this Memorandum of Understanding and who has
249 met all the requirements to hold a seat on the Approval Authority may request to be
250 considered by the remaining Members of the Approval Authority to assume the role
251 of Fiscal Agent at any time during the term of this Memorandum of Understanding.
252 The Approval Authority shall consider the application, along with any applications of
253 other Members, according to the process contained in the By-laws.

254 d. The City and County of San Francisco, as the Fiscal Agent, will file a performance
255 evaluation for the General Manager with input from the Approval Authority, on an
256 annual basis pursuant to the Human Resources Rules of the City and County of San
257 Francisco.

258

259 16. By-laws. The Approval Authority shall promulgate By-laws to govern implementation of
260 this MOU, and to set duties and responsibilities for the General Manager and
261 Management Team. The By-laws shall be consistent with the terms of this MOU.

262 Wherever the By-laws conflict with the MOU, the MOU controls. The By-laws may be
263 adopted and amended by a two-thirds vote of the Approval Authority.

264

265 17. Indemnification. In lieu of and notwithstanding the pro rata risk allocation that might
266 otherwise be imposed between the Parties pursuant to Government Code Section
267 895.6, the Parties agree that all Losses (as defined below) incurred by a Party in
268 connection with this MOU or the activities contemplated by this MOU shall not be
269 shared pro rata but instead the Parties agree that pursuant to Government Code Section
270 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties,
271 including, without limitation, their officers, board members, employees and agents,
272 harmless from any Losses imposed for injury (as defined by Government Code Section
273 810.8) arising in connection with the negligent acts or omissions or willful misconduct of
274 the indemnifying Party, including, without limitation, its officers, board members,
275 employees or agents, under or in connection with or arising out of any work, authority
276 or jurisdiction delegated to such Party under this Agreement. No Party, including,
277 without limitation, any officer, board member, employee or agent thereof, shall be
278 responsible for any Losses occurring by reason of the negligent acts or omissions or
279 willful misconduct of other Parties hereto, including, without limitation, their officers,
280 board members, employees or agents, under or in connection with or arising out of any
281 work, authority or jurisdiction delegated to such other Parties under this Agreement.
282 For purposes of this Section, Losses shall mean any and all claims, demands, losses,
283 liabilities, damages (including foreseeable and unforeseeable consequential damages to
284 the extent arising from third party claims), liens, obligations, interest, injuries, penalties,
285 fines, lawsuits and other proceedings, judgments and awards and costs and expenses
286 (including, without limitation, reasonable attorneys' fees and costs, and consultants'
287 fees and costs) of whatever kind or nature, known or unknown, contingent or
288 otherwise.

289

290 18. Conflicts of Interest. If and when a Party identifies an actual or potential conflict of
291 interest among one or more of the Parties, that Party shall send written notification to
292 all Parties. The Party with the actual or potential conflict shall respond to the notice
293 within three business days. The response shall indicate whether the Party agrees or
294 disagrees that a conflict exists. If the Party agrees, that Party may take appropriate
295 action to cure the conflict, if possible, and shall describe its corrective actions in its
296 response. If a Party disagrees, or cannot cure an actual conflict, the Approval Authority
297 shall meet on the conflict within not less than 30 calendar days of the initial notice, in an
298 effort to resolve the conflict. The Approval Authority shall schedule a special meeting if
299 necessary to meet this timeline. All notices under this section shall be provided under
300 Section 28, Notices.

301

302 19. Effective Date and Term. This MOU shall take effect on December 1, 2017 ("Effective
303 Date") and shall remain in effect through November 30, 2021, unless sooner terminated
304 as provided below ("Term").

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306 20. Termination.

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308 a. Any Party may terminate its participation in this MOU by providing 30 days' advance written notice of its termination to all Parties and the General Manager. That Party shall fulfill any grant-related or contractual obligations to the Fiscal Agent. This MOU shall continue in effect between the remaining Parties.

310

311 b. The Approval Authority may terminate any Party's participation in this MOU by a two-thirds vote, due to failure of the Party to meet the membership eligibility requirements under Section 1 of this MOU. A Party whose membership in the MOU is terminated must still fulfill any grant-related or contractual obligations to the Fiscal Agent.

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313 c. The Approval Authority may terminate this MOU at any time, for convenience and without cause, by unanimous vote. Any such action of the Approval Authority shall specify the date on which the termination shall be effective, which date shall be at least six months from the date of the Approval Authority's action to terminate the MOU.

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

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

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

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337 24. Survival of Terms. The obligations of the Parties and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Section 17.

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341 25. 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 dated December 1, 2006 and the 2007 MOU, the 2011 MOU, and the 2013 MOU.

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348 26. 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

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350 unenforceable, then (a) the validity of other provisions of this MOU shall not be
351 affected or impaired thereby, and (b) such provision shall be enforced to the maximum
352 extent possible so as to effect the intent of the Parties and shall be reformed without
353 further action by the Parties to the extent necessary to make such provision valid and
354 enforceable.

355
356 27. **Counterparts.** This MOU may be executed in several counterparts, each of which is an
357 original and all of which constitutes but one and the same instrument.

358
359 28. **Notice.**

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

361
362 If to the **City and County of San Francisco**, to:

363 Anne Kronenberg, Executive Director
364 Department of Emergency Management
365 1011 Turk Street
366 San Francisco, CA 94102
367 (415) 558-2745

368 Anne.kronenberg@sfgov.org

369 and

370 Raemona Williams, Deputy Chief of Administration
371 San Francisco Fire Department
372 698 Second Street
373 San Francisco, CA 94107
374 (415) 558-3411

375 raemona.williams@sfgov.org

376 If to the **City of Oakland**, to:

377 Cathey Eide, Emergency Services Manager
378 Oakland Fire Department
379 1605 Martin Luther King Jr. Way, 2nd Floor
380 Oakland, CA 94612
381 (510) 238-6069

382 ceide@oaklandnet.com

383
384 If to the **City of San Jose**, to:

385 Raymond Riordan, Director
386 Office of Emergency Services
387 855 N. San Pedro St. 4th Floor
388 San José, CA 95110
389 (408) 794-7055

390 ray.riordan@sanjoseca.gov

392 **If to Alameda County, to:**
393 Richard T. Lucia, Undersheriff
394 Alameda County Sheriff's Office
395 1401 Lakeside Drive 12th Floor
396 Oakland, CA 94612
397 (510) 272-6868
398 rlucia@acgov.org
399
400 **If to Contra Costa County, to:**
401 Mike Casten, Undersheriff
402 Contra Costa County Sheriff's Office
403 651 Pine Street, 7th Floor
404 Martinez, CA 94553
405 (925) 335-1512
406 mcast@so.cccounty.us
407
408 **If to Marin County, to:**
409 Robert Doyle, Sheriff
410 Marin County Sheriff's Office
411 1600 Los Gamos Dr. #200
412 San Rafael, CA 94903
413 (415) 473-7250
414 S_Doyle@marinsheriff.org
415
416 **If to Monterey County, to:**
417 Gerry Malais, Emergency Services Manager
418 Office of Emergency Services
419 1414 Natividad Road
420 Salinas, CA 93906
421 (831) 796-1901
422 malaisg@co.monterey.ca.us
423
424 **If to San Mateo County, to:**
425 Trisha Sanchez, Undersheriff
426 San Mateo County Sheriff's Office
427 400 County Center, 3rd Floor
428 Redwood City, CA 94063
429 (650) 599-1662
430 tsanchez@smcgov.org
431
432 **If to Santa Clara County, to:**
433 Ken Kehmna, Fire Chief
434 Santa Clara County Fire Department
435 70 W. Hedding Street

436 San Jose, CA 95110
437 (408) 378-4010
438 ken.kehmna@cnt.sccgov.org

439
440 If to **Sonoma County**, to:
441 Christopher Helgren, Emergency Manager
442 Sonoma County Fire and Emergency Services Department
443 2300 County Center Drive, Suite 220B
444 Santa Rosa, CA 95403
445 (707) 565-1152
446 Christopher.Helgren@sonoma-county.org

447
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- 449 b. Notices shall be deemed given when received in person, by facsimile or
- 450 by electronic means (if a record of receipt is kept by the sending party showing
- 451 the date and time of receipt) or three (3) days following deposit in the United
- 452 States Mail, postage prepaid, to the addressees set forth in subsection (a) above.
- 453 c. Any Party may change its contact individual and/or address for notice by giving
- 454 written notice of the change to the General Manager.

455
456 The individuals executing this MOU represent and warrant that they have the legal capacity and

457 authority to do so on behalf of their respective legal entities.

458
459 The undersigned approve the terms and conditions of this MOU.

461 City of Oakland, California 
462
463 Signature: _____
464 By: SARINA LAMONT
465 Title: CITY ADMINISTRATOR
466

467 City of San Jose, California

468

469 Signature: 

470 By: Leland Wilcox

471 Title: Chief of Staff

472 Office of the City Manager

473 City and County of San Francisco, California
474
475 Signature: One hase f
476 By: _____
477 Title: Executive Director
478

479 County of Alameda, California

480

481 Signature: R. T. Lucca Undersheriff

482 By: _____

483 Title: UNDERSHERIFF

484

485 County of Contra Costa, California

486

487 Signature: 

488

489

490

By: m j kelly
Title: Chief Deputy Sheriff

491 County of Marin, California

492

493 Signature: Robert T. Doyle

494 By: ROBERT T. DOYLE

495 Title: Sheriff

496

497 County of Monterey, California

498 Signature: Nicholas E. Chiu Los

499 By: Nicholas E. Chiu Los

500 Title: Asst. CMO

501 11-30-17

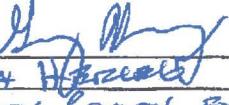
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Dep. Coco

11-29-17

503 County of San Mateo, California
504
505 Signature: Carl H. Boe
506 By: Carlos G. Bolanos
507 Title: Sheriff
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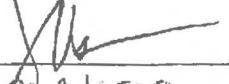
509 County of Santa Clara, California
510
511 Signature: 
512 By: Kavita Nareyan
513 Title: Deputy County Executive
514
515

Approved as to form and legality

Kavita Nareyan, Deputy County Counsel
Office of the County Counsel
11/21/2017
Date

516 County of Sonoma, California

517

518 Signature: 

519 By: Jim C. Angelino

520 Title: Interim Director

521 SONOMA COUNTY FIRE & EMERGENCY SERVICES

**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, 2021, 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. This MOU is adopted pursuant to the Joint Exercise of Powers Act, Government Code Section 6500 *et seq.*, in effect as of the date hereof and as the same may from time to time be amended or supplemented. The Parties enter into this MOU to delegate the exercise of their joint powers pursuant to the terms and conditions stated herein.
- B. The above named cities and counties (collectively, the “Parties” and individually, a “Party”) are committed to regional cooperation and coordination in building and sustaining capabilities to provide the greatest capability for prevention, protection, mitigation, 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 (“DHS”).
- C. Beginning in 2006, 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.
- D. 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.
- E. The Parties updated the 2007 MOU in 2011, 2013, and 2017. Such updates pertained to the objectives, governance structure, membership, 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. The MOU approved in 2017 is set to expire on November 30, 2021. The Parties intend that this MOU shall, upon its Effective Date, supersede and replace the 2017 MOU in its entirety.

ACCORDINGLY, the Parties agree as follows:

1. **Bay Area UASI Region Approval Authority**: The Bay Area UASI Region Approval Authority (“Approval Authority”) shall continue for the purposes and on the terms and conditions set forth below.
 - a. **Membership; Representatives**.
 - i. *Membership*. The Parties shall appoint Members to the Approval Authority as follows: 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.
 - ii. *Selection of Representatives*. Each Party is responsible for selecting primary and alternate Representatives to the Approval Authority. Each Party shall select its own Representatives. Each Party shall designate its Representatives, and may change a Representative designation, by written notice as specified under this MOU, to the General Manager.
 - iii. *Membership Eligibility Requirements*. Each Member must be willing and legally able to accept and manage federal homeland security grant funds.
 - iv. *Authority of Representatives*. Each Party’s primary and alternate Representatives shall be authorized to take action for and speak on behalf of the Party.
 - v. *Attendance Requirement*. Only one Representative per Member may participate and vote at a meeting of the Approval Authority, except that up to two Representatives from the City and County of San Francisco may participate and vote. If no Representative of a Party is in attendance at two or more Approval Authority meetings in a calendar year, the Approval Authority may remove that Party as a Member of the Approval Authority by a two-thirds vote. In the event of such a vote, the Party in question will not be eligible to vote on said issue.
 - b. **Purpose**. The purpose of the Approval Authority is to provide effective direction and governance for grant programs under the jurisdiction of the Approval Authority, and to coordinate a regional approach to prevention, protection, mitigation, response and recovery to homeland security threats and hazards in accordance with DHS grant guidelines. To the extent consistent with grant program requirements, the Approval Authority shall:

- i. Approve the Bay Area UASI Goals and Objectives and THIRA (Threat and Hazards Identification and Risk Assessment), which shall provide focus to grant investments
- ii. Adopt a regional risk management framework to administer the UASI Homeland Security Grant Program, and related grants, consistent with the grant guidelines and direction provided by the U.S. Department of Homeland Security (DHS) and the California Office of Emergency Services (Cal OES).
- iii. Approve grant allocation methodologies.
- iv. Approve all UASI Program and related grant applications.
- v. Approve allocation and distribution of grant funds under the jurisdiction of the Approval Authority.
- vi. Approve an annual budget for the Bay Area UASI Management Team, based on a July 1 - June 30 Fiscal Year and subject to approval in the City and County of San Francisco annual budget ordinance.
- vii. Approve the establishment, purpose, and membership of any advisory bodies whose purpose is to advise the Approval Authority.

c **Representatives' Roles and Responsibilities.** Each Approval Authority Representative shall:

- i. Be prepared for and attend all Approval Authority meetings.
- ii. Communicate with his or her jurisdiction's management staff and stakeholders about the discussions and decisions of the Approval Authority, as permitted by law.

d **Urban Area Working Group (UAWG).** The Approval Authority shall constitute the primary UAWG for the UASI region, with support from the UASI General Manager and UASI Management Team.

e **Other Federal Grants.** The Approval Authority may decide to apply the agreements, structures, processes and mechanisms specified in this MOU in applying for, allocating and distributing other types of federal grant funding for the Bay Area UASI region. Any such decision shall be by a two-thirds vote of the Approval Authority.

f **Voting.** The Approval Authority shall vote according to the following procedures:

- i. All votes of the Approval Authority shall require a majority vote for passage of any item, unless a higher threshold is specified in this MOU or set by the Approval Authority in its By-laws.

- ii. Each Representative shall have one vote.
- iii. Each Representative present at a meeting shall vote “yes” or “no” when a question is put, unless excused from voting by a motion adopted by a majority of the Members.
- iv. Approval Authority Representatives shall disclose any conflict of interest involved in their voting on an item, and shall, if necessary, request to be excused from the vote on that item.

g Quorum. A quorum shall consist of the majority of the number of primary Representatives appointed to the Approval Authority. A quorum is at least six voting Representatives. The Approval Authority may not meet or conduct official business in the absence of a quorum.

2. **Obligations of Parties**. The obligations of each Party to this MOU shall be as follows:

- a City of Oakland. During the term of this MOU, Oakland shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
- b City of San Jose. 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.
- c City and County of San Francisco. During the term of this MOU, San Francisco will provide the following services to the Approval Authority:
 - i. Designate two primary Representatives and two alternates as full voting Members of the Approval Authority.
 - ii. 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.
 - iii. Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval Authority during the term of this MOU, notwithstanding that another Party may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent pursuant to the process determined in the By-laws.
- d Alameda County. 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.
- e Contra Costa County. 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.

- f Marin County: 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.
- g Monterey County: 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.
- h San Mateo County: 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.
- i Santa Clara County: During the term of this MOU, Santa Ctara County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
- j Sonoma County: 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.

3. **Obligations of All Parties; Reservation for Regional Plans**. 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 Management Program on an annual basis.
- b Provide personnel with subject-matter expertise to participate on 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.
- c Each Party expressly retains all rights and powers necessary to accept and adopt regional plans.

4. **General Manager**.

- a The Approval Authority shall establish the minimum qualifications for the General Manager position, and may establish desired and preferred qualifications, as allowed by law and local civil service rules.
- 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, and not a contractor, of San Francisco.
- 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.

5. UASI Management Team.

- a In consultation with the Approval Authority, the General Manager may select employees of the Parties or independent contractors, to the extent permitted by federal and state law, 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 employee assigned to the Management Team, including but not limited to imposing discipline up to and including termination of employment.
- b The General Manager is responsible for the work of employees assigned to the Management Team, and for directing and managing that work consistent with the general duties determined and established by the General Manager.

6. Grants and Contracts Awarded for UASI Grant-Funded Projects. On behalf of, and by a vote of the Approval Authority, the Fiscal Agent may apply for federal grant funding for the UASI region. All grants and contracts awarded using UASI Program grant funds received by the UASI region shall conform to all applicable federal and state grant and contracting requirements.

- a **Fiscal Agent.** The City and County of San Francisco shall be the Fiscal Agent for the Bay Area UASI, notwithstanding that another Party may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent pursuant to the process determined in the By-laws. The Fiscal Agent shall serve as the sub-grantee for funds granted by DHS and Cal OES to the Bay Area Urban Area. The Fiscal Agent shall provide all financial services and establish procedures and execute sub-recipient agreements for the distribution of grant funds to jurisdictions selected by the Approval Authority to receive grant funds. The Parties understand that until the Fiscal Agent and a sub-recipient jurisdiction fully and finally execute a sub-recipient agreement, the Fiscal Agent shall have no obligation to disburse grant funds to that jurisdiction. The Parties acknowledge and agree that grant decisions are subject to the discretion and decision-making of Cal OES and the Approval Authority. A Party or other sub-recipient jurisdiction that takes any action, informal or formal, to appropriate, encumber or expend grant funds before final

allocation decisions by Cal OES and the Approval Authority, and before a sub-recipient agreement is fully and finally executed with the Fiscal Agent, assumes all risk of possible non-allocation or non-reimbursement of funds.

- b All requests for funding or reimbursement from the Fiscal Agent shall meet any guidelines and requirements established by the Fiscal Agent. The guidelines may include requirements for record keeping, internal audits, signature authority for approval of reimbursement requests, submission of financial reports, and compliance with professional accounting standards. The Fiscal Agent may recover eligible costs for legal, financial, and other services through the grants administered by the Fiscal Agent.
- c A Member who is a signatory to this Memorandum of Understanding and who has met all the requirements to hold a seat on the Approval Authority may request to be considered by the remaining Members of the Approval Authority to assume the role of Fiscal Agent at any time during the term of this Memorandum of Understanding. The Approval Authority shall consider the application, along with any applications of other Members, according to the process contained in the By-laws.
- d The City and County of San Francisco, as the Fiscal Agent, will conduct a performance evaluation for the General Manager with input from the Approval Authority, on an annual basis pursuant to the Human Resources Rules of the City and County of San Francisco.

7. **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.

8. **Preemption.** Should a federal law preempt a state or local law, regulation, or policy, the Approval Authority, including its Fiscal Agent and its employees performing work for the Approval Authority, shall comply with the federal law and implementing regulations. No provision of this MOU or the By-laws require the Approval Authority or its Fiscal Agent to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance, as applied pursuant to applicable laws pertaining to preemption.

9. **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.

10. **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 cure an actual conflict, the Approval Authority shall meet on the conflict within not less than 30 calendar days of the initial notice, in an effort to resolve the conflict. The Approval Authority shall schedule a special meeting if necessary to meet this timeline. All notices under this section shall be provided under Section 28, Notices.
11. **Effective Date and Term.** This MOU shall take effect on December 1, 2021 ("Effective Date") and shall remain in effect through November 30, 2025, unless sooner terminated as provided below ("Term").
12. **Termination.**
 - a Any Party may terminate its participation in this MOU by providing 30 days' advance written notice of its termination to all Parties and the General Manager. That Party shall fulfill any grant-related or contractual obligations to the Fiscal Agent. This MOU shall continue in effect between the remaining Parties.
 - b The Approval Authority may terminate any Party's participation in this MOU by a two-thirds vote, due to failure of the Party to meet the membership eligibility requirements under Section 1 of this MOU. A Party whose membership in the MOU is terminated must still fulfill any grant-related or contractual obligations to the Fiscal Agent.
 - c The Approval Authority may terminate this MOU at any time, for convenience and without cause, by unanimous vote. Any such action of the Approval Authority shall specify the date on which the termination shall be effective, which date shall be at least six months from the date of the Approval Authority's action to terminate the MOU.

13. **Jurisdiction and Venue.** The laws of the State of California shall govern the interpretation and performance of this MOU. Venue for any litigation relating to the formation, interpretation or performance of this MOU shall be in San Francisco, CA.
14. **Modification.** This MOU may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this MOU.
15. **Cooperative Drafting.** This MOU has been drafted through a cooperative effort of the Parties, and all Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.
16. **Survival of Terms.** The obligations of the Parties and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Section 9.
17. **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 dated December 1, 2006 and the 2007 MOU, the 2011 MOU, the 2013 MOU, and the 2017 MOU.
18. **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.
19. **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.
20. **Notice.**
 - a Any notices required hereunder shall be given as follows:

If to the **City and County of San Francisco**, to:
Mary Ellen Carroll, Executive Director
Department of Emergency Management
City Hall
Room 344
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
(415) 558-2745
maryellen.carroll@sfgov.org

and
Erica Arteseros, Assistant Deputy Chief
SFFD Homeland Security
698 Second Street
San Francisco, CA 94107
(415) 238-5266
erica.arteseros@sfgov.org

If to the **City of Oakland**, to:

Jessica Feil, Emergency Services Manager, Emergency Services Manager
Oakland Fire Department
1605 Martin Luther King Jr. Way, 2nd Floor
Oakland, CA 94612
(510) 332-0205
jfeil@oaklandnet.com

If to the **City of San Jose**, to:

Raymond Riordan, Director Office of Emergency Services
855 N. San Pedro St. 4th Floor
San Jose, CA 95110
(408) 794-7055
ray.riordan@sanjoseca.gov

If to **Alameda County**, to:

Richard T. Lucia, Undersheriff
Alameda County Sheriff's Office
1401 Lakeside Drive 12th Floor
Oakland, CA 94612
(510) 272-6868
r.lucia@acgov.org

If to **Contra Costa County**, to:

Mike Casten, Undersheriff
Contra Costa County Sheriff's Office
651 Pine Street, 7th Floor
Martinez, CA 94553
(925) 335-1512
mcast@so.cccounty.us

If to **Marin County**, to:

Robert Doyle, Sheriff
Marin County Sheriff's Office
1600 Los Gamos Dr. #200
San Rafael, CA 94903
(415) 473-7250
S_Doyle@marinsheriff.org

If to **Monterey County**, to:
Gerry Malais, Emergency Services Manager
Office of Emergency Services
1414 Natividad Road
Salinas, CA 93906
(831) 796-1901
malaisg@co.monterey.ca.us

If to **San Mateo County**, to:
Mark Robbins, Undersheriff
San Mateo County Sheriff's Office
400 County Center, 3rd Floor
Redwood City, CA 94063
(650) 599-1662
mrobbins@smcgov.org

If to **Santa Clara County**, to:
Dana Reed, Director
Santa Clara County OEM
55 West Younger Avenue, Ste 450
San Jose, CA 95110
(408) 378-4010
dana.reed@oem.sccgov.org

If to **Sonoma County**, to:
Christopher Godley, Director
Sonoma County Dept. of Emergency Management
2300 County Center Drive, Suite 2208
Santa Rosa, CA 95403
(707) 565-2820
christopher.godley@sonoma-county.org

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

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

The undersigned approve the terms and conditions of this MOU.

[Signature pages to follow]

**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**

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

The undersigned approve the terms and conditions of this MOU.

CITY OF OAKLAND


By: Edward D. Reiskin
Title: City Administrator

Approved as to Form:

By: Amadis Sotelo
Amadis Sotelo (Dec 2, 2022 12:14 PST)
Amadis Sotelo
Senior Deputy City Attorney

**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**

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The undersigned approve the terms and conditions of this MOU.

CITY OF SAN JOSE

By:

Title:

**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**

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

The undersigned approve the terms and conditions of this MOU.

CITY AND COUNTY OF SAN FRANCISCO

By: *Mary Ellen Carroll*
Title: *Executive Director*

Approved as to Form:

Dennis J. Herrera
City Attorney

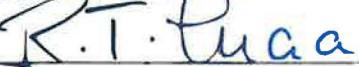
By: _____
Christina Fletes-Romo
Deputy City Attorney

**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**

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

The undersigned approve the terms and conditions of this MOU.

ALAMEDA COUNTY


By: **RICHARD T. LUCIA**
Title: **UNDERSHERIFF**

Approved as to Form:

Donna R. Ziegler, County Counsel

By: 
Clay J. Christianson
Deputy County Counsel

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

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

The undersigned approve the terms and conditions of this MOU.

CONTRA COSTA COUNTY

By: _____
Title: _____

DAVID LIVINGSTON
SHERIFF - CORONER

**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**

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

The undersigned approve the terms and conditions of this MOU.


By: MARIN COUNTY SHERIFF
Title: MARIN COUNTY SHERIFF

**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**

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

The undersigned approve the terms and conditions of this MOU.

MONTEREY COUNTY

 _____ 8/3/2023 | 12:04 PM PDT
By: Kelsey Scanlon
Title: Director of Emergency Management

**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**

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

The undersigned approve the terms and conditions of this MOU.

SAN MATEO COUNTY



By: **Carlos G. Bolanos**
Title: **Sheriff**

**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**

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

The undersigned approve the terms and conditions of this MOU.

SANTA CLARA COUNTY


By: Mike Wasserman, President

Signed and certified that a copy of this
document has been delivered by electronic
or other means to the President, Board of Supervisors.
Attest:


Tiffany Lennear
Assistant Clerk of the Board of Supervisors

Approved as to form and legality:


for: 
Kavita Narayan
Assistant County Counsel

**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**

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

The undersigned approve the terms and conditions of this MOU.

SONOMA COUNTY



By: Christopher Godley
Title: Director of Emergency Management

OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Adam Thongsavat, Liaison to the Board of Supervisors
RE: Memorandum of Understanding - Urban Areas Security Initiative
DATE: January 6, 2026

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 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 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 for the period December 1, 2025, through November 30, 2030.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org



Mayor
Daniel Lurie

Department of Emergency Management

1011 Turk Street, San Francisco, CA 94102



Mary Ellen Carroll
Executive Director

To: Mayor Daniel Lurie

From: Mary Ellen Carroll, Executive Director, Department of Emergency Management

Date: January 27, 2026

Re: Retroactive 2025 Bay Area Urban Areas Security Initiative Memorandum of
Understanding (MOU)

The proposed retroactive Resolution seeks the Board of Supervisors approval for the continuation of a regional Memorandum of Understanding (MOU) between the City and County of San Francisco, the cities of Oakland and San Jose, and the counties of Alameda, Contra Costa, Marin, Monterey, San Mateo, Santa Clara, and Sonoma for the application, allocation and distribution of federal Urban Area Security Initiative (UASI) grant funds.

The 2021 MOU expired on November 30, 2025, so it is necessary for the member agencies to enter into a new MOU. The Bay Area UASI Management Team prepared and presented the 2025 MOU at the September 18, 2025 meeting of the Bay Area UASI Approval Authority. The Approval Authority unanimously approved the proposed 2025 MOU to be forwarded to all member agencies' governing bodies for approval and execution. The Bay Area UASI seeks retroactive approval because the effective date of this five-year MOU began on December 1, 2025.

If you have any questions regarding this resolution, please contact Mikyung Kim-Molina, General Manager of the Bay Area UASI, at mikyung.kim-molina@sfgov.org.