

1 [Memorandum of Understanding - Urban Areas Security Initiative]

2
3 **Resolution approving a Memorandum of Understanding (MOU) with the Cities of**
4 **Oakland and San Jose and the Counties of Alameda, Contra Costa, Marin, Monterey,**
5 **San Mateo, Santa Clara, and Sonoma that provides governance structures and**
6 **procedures for application, allocation and distribution of federal Urban Areas Security**
7 **Initiative (UASI) grant funds to the Bay Area Urban Area, as well as for other Federal**
8 **grant funds to the Bay Area Urban Area as permitted under the MOU; and continues**
9 **San Francisco as the primary grantee and fiscal agent for UASI grant funds to the Bay**
10 **Area Urban Area, as well as for other Federal grant funds to the Bay Area Urban Area**
11 **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, As a Party to the 2017 MOU, the City and County of San Francisco can
18 continue its partnership with other cities and counties in the Bay Area to build an enhanced
19 and sustainable local and regional capacity to prevent, protect against, respond to, and
20 recover from threats and acts of terrorism; now, therefore, be it

21 RESOLVED, That the Board of Supervisors of the City and County of San Francisco
22 hereby authorizes the City and County of San Francisco to enter into the 2017 MOU; and,
23 be it

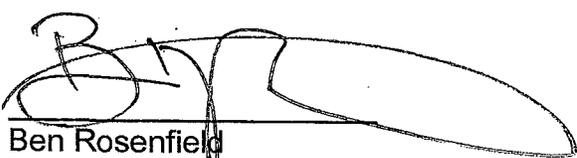
24 FURTHER RESOLVED, That the Executive Director of the Department of
25 Emergency Management is authorized to furnish whatever additional information or

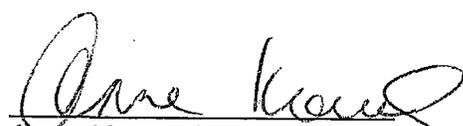
1 assurances that the United States Department of Homeland Security or the California
2 Office of Emergency Services may request in connection with the Homeland Security or
3 UASI grant programs, and to execute, deliver and perform, in the name of the City and
4 County of San Francisco, any additional applications, contracts, agreements, amendments,
5 and payment requests necessary to carry out the City's obligations under the 2017 MOU,
6 subject to the budgetary and fiscal provisions of the Charter; and, be it

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

RECOMMENDED:


Edwin Lee
Mayor


Ben Rosenfield
Controller


Anne Kronenberg
Executive Director,
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, 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.

45 ACCORDINGLY, the Parties agree as follows:
46

47 1. Bay Area UASI Region Approval Authority: The Bay Area UASI Region Approval Authority
48 (“Approval Authority”) shall continue for the purposes and on the terms and conditions
49 set forth below.
50

51 a. Membership. The Parties shall appoint Members to the Approval Authority as
52 follows: City of Oakland, City of San Jose, City and County of San Francisco, County
53 of Alameda, County of Contra Costa, County of Marin, County of Monterey, County
54 of San Mateo, County of Santa Clara, and County of Sonoma.
55

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

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

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

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

73 e. Purpose. The purpose of the Approval Authority is to provide effective direction and
74 governance for grant programs under the jurisdiction of the Approval Authority, and
75 to coordinate a regional approach to prevention, protection, mitigation, response
76 and recovery to homeland security threats and hazards in accordance with DHS
77 grant guidelines. To the extent consistent with grant program requirements, the
78 Approval Authority shall:
79

- 80 i. Approve the Bay Area UASI Goals and Objectives and THIRA (Threat and
81 Hazards Identification and Risk Assessment), which shall provide focus to grant
82 investments
- 83 ii. Adopt a regional risk management framework to administer the UASI
84 Homeland Security Grant Program, and related grants, consistent with the
85 grant guidelines and direction provided by the U.S. Department of Homeland
86 Security (DHS) and the California Office of Emergency Services (Cal OES).
- 87 iii. Approve grant allocation methodologies.
- 88 iv. Approve all UASI Program and related grant applications.

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

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

204 **14. UASI Management Team.**

- 205
206 a. In consultation with the Approval Authority, the General Manager may select
207 employees of the Parties or independent contractors to serve on the Management
208 Team. The salaries of those employees assigned to serve on the Management Team
209 shall be funded through grant funds. Nothing in this MOU is intended to interfere
210 with the right of an employing jurisdiction to take employment action regarding an
211 employee assigned to the Management Team, including but not limited to imposing
212 discipline up to and including termination of employment.
213 b. The General Manager is responsible for the work of employees assigned to the
214 Management Team, and for directing and managing that work consistent with the
215 general duties determined and established by the General Manager with the
216 employing jurisdiction.
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15. 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 file 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.
16. 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.

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.
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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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20. 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.

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.

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.

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.

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.

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.

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

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.

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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:

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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
391

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
448
- 449 b. Notices shall be deemed given when received if given 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.

460

461 **City of Oakland, California**

462

463 Signature: _____

464 By: _____

465 Title: _____

466

467 **City of San Jose, California**

468

469 Signature: _____

470 By: _____

471 Title: _____

472

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

474

475 Signature: _____

476 By: _____

477 Title: _____

478

479 **County of Alameda, California**

480

481 Signature: _____

482 By: _____

483 Title: _____

484

485 **County of Contra Costa, California**

486

487 Signature: _____

488 By: _____

489 Title: _____

490

491 **County of Marin, California**

492

493 Signature: _____

494 By: _____

495 Title: _____

496

497 **County of Monterey, California**

498

499 Signature: _____

500 By: _____

501 Title: _____

502

503 **County of San Mateo, California**

504

505 Signature: _____

506 By: _____

507 Title: _____

508

509 **County of Santa Clara, California**

510

511 Signature: _____

512 By: _____

513 Title: _____

514

515

516 **County of Sonoma, California**

517

518 Signature: _____

519 By: _____

520 Title: _____

521



Edwin M. Lee
Mayor

Department of Emergency Management

1011 Turk Street, San Francisco, CA 94102

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

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



Anne Kronenberg
Executive Director

MEMORANDUM

To: Mawuli Tugbenyoh
From: Kristin Hogan
Date: October 19, 2017
Re: Resolution Approving the 2017 Urban Areas Security Initiative MOU

The Department of Emergency Management respectfully requests that the Mayor's Office introduce the attached resolution approving the 2017 Memorandum of Understanding (MOU) governing the Bay Area Urban Areas Security Initiative (UASI) at the next meeting (or as soon as possible) of the Board of Supervisors. This MOU updates the 2013 MOU previously approved by the Board of Supervisors, which will expire on December 1, 2017.

The Bay Area UASI

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

The 2017 MOU

The 2017 MOU makes no substantive changes to the 2013 MOU. The 2017 MOU was developed collaboratively with all of the member jurisdictions, and was approved unanimously by the UASI Approval Authority at their August 10, 2017 meeting. Each of the member jurisdictions must approve the MOU through their Board of Supervisors or City Council.

The 2017 MOU is attached. Please contact me at (415) 558-3819 or kristin.hogan@sfgov.org if you have any questions or would like additional information.

BOB-11,
Aides, COB,
Deputies, GAO,
B, B, F clerk,
Mayors office,
Rep City Atty

President, District 5
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-7630
Fax No. 554-7634
TDD/TTY No. 544-5227

London Breed

PRESIDENTIAL ACTION

Date: 11/17/17
To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,
Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____ (Primary Sponsor)
Title. _____

Transferring (Board Rule No 3.3)

File No. 171158 Mayor (Primary Sponsor)

Title. Resolution approving a Memorandum of Understanding (MOU) with the Cities of Oakland and San Jose and the Counties of Alameda,

From: Government Audit & Oversight Committee

To: Budget & Finance Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor _____

Replacing Supervisor _____

For: _____ Meeting
(Date) (Committee)

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2017 NOV 17 PM 4:56
BY [Signature]

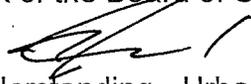
London Breed

London Breed, President
Board of Supervisors

OFFICE OF THE MAYOR
SAN FRANCISCO



EDWIN M. LEE

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: ✓ Mayor Edwin M. Lee 
RE: Memorandum of Understanding - Urban Areas Security Initiative
DATE: October 31, 2017

Attached for introduction to the Board of Supervisors is a 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, 2017, through November 30, 2021.

I respectfully request that this item be heard in Budget & Finance Committee on November 16, 2017.

Should you have any questions, please contact Mawuli Tugbenyoh (415) 554-5168.

2017 OCT 31 PM 4:45
Board of Supervisors
San Francisco, CA 94102