



Mark Farrell  
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

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". The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

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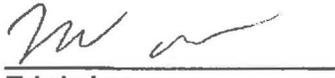
1           RESOLVED, That the Board of Supervisors of the City and County of San Francisco  
2 hereby retroactively authorizes the City and County of San Francisco to enter into the 2017  
3 MOU; and, be it

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

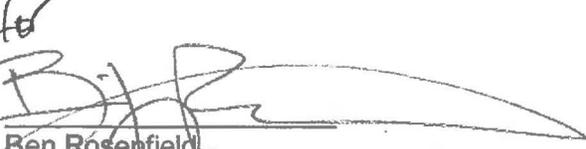
12           FURTHER RESOLVED, That within thirty (30) days of the MOU being fully executed by  
13 all parties, the Executive Director of the Department of Emergency Management shall provide  
14 the final MOU to the Clerk of the Board for inclusion into the official file.

**RECOMMENDED:**

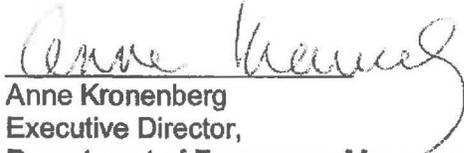
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Edwin Lee  
Mayor



Ben Rosenfield  
Controller



Anne Kronenberg  
Executive Director,  
Department of Emergency Management



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

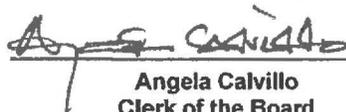
December 12, 2017 Board of Supervisors - ADOPTED

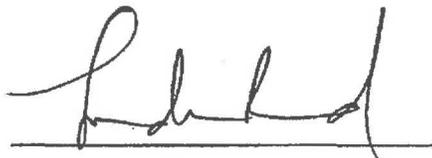
Ayes: 10 - Breed, Cohen, Farrell, Kim, Peskin, Ronen, Safai, Sheehy, Tang and Yee

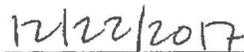
Excused: 1 - Fewer

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.

45 ACCORDINGLY, the Parties agree as follows:  
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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.  
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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.  
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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.  
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62 b. Membership Eligibility Requirements. Each Party must be willing and legally able to  
63 accept and manage federal homeland security grant funds.  
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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.  
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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.  
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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:  
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- 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.

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- 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.

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

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

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- 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.

13. General Manager.

- a. The Approval Authority shall establish the minimum qualifications for the General Manager position, and may establish desired and preferred qualifications.
- b. The Approval Authority shall select a General Manager.
- c. The General Manager shall be an employee or contractor of the Fiscal Agent.
- d. While the City and County of San Francisco is the Fiscal Agent, the General Manager will be an employee, 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.

14. UASI Management Team.

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

- 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.  
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- 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.  
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- 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.  
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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.  
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](mailto: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](mailto: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](mailto: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. 4<sup>th</sup> Floor  
388 San José, CA 95110  
389 (408) 794-7055

390 [ray.riordan@sanjoseca.gov](mailto: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](mailto: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, 7<sup>th</sup> Floor  
404 Martinez, CA 94553  
405 (925) 335-1512  
406 [mcast@so.cccounty.us](mailto: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](mailto: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](mailto: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, 3<sup>rd</sup> Floor  
428 Redwood City, CA 94063  
429 (650) 599-1662  
430 [tsanchez@smcgov.org](mailto: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](mailto: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](mailto: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: SABINA LAMBERT  
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: Chae Kwon G

476 By: \_\_\_\_\_

477 Title: Executive Director

478

479 County of Alameda, California

480

481

482

483

484

Signature: R. T. Lucia Undersheriff

By: \_\_\_\_\_

Title: UNDERSHERIFF

485 County of Contra Costa, California

486

487 Signature: \_\_\_\_\_

488 By: *M. P. B. B. B.*

489 Title: *Chief Deputy Major Sheriff*

490

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

499 Signature: Nicholas E. Chiulos

500 By: Nicholas E. Chiulos

501 Title: Asst CAO

502

11-30-17

AB

al Brereton

Dep. CAO

11-29-17

503 County of San Mateo, California

504

505 Signature: Carlos G. Bolanos

506 By: Carlos G. Bolanos

507 Title: Sheriff

508

509 County of Santa Clara, California

510

511 Signature: [Handwritten Signature]

512 By: GARY HERZOG

513 Title: DEPUTY COUNTY EXECUTIVE

514

515

Approved as to form and legality

[Handwritten Signature]  
Kavita Narayan, Deputy County Counsel

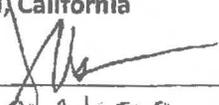
Office of the County Counsel

11/21/2017

Date

516 County of Sonoma, California

517

518 Signature: 

519 By: JIM COLANGELO

520 Title: INTERIM DIRECTOR  
521 SONOMA COUNTY FIRE & EMERGENCY SERVICES

