

File No. 110078

Committee Item No. 5
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: February 16, 2011

Board of Supervisors Meeting

Date _____

Cmte Board

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| <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 Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Ethics Form 126 |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

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Completed by: Victor Young
Completed by: Victor Young

Date: February 11, 2011
Date: _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Memorandum of Understanding Amendment - Urban Areas Security Initiative Grant Funds]

2
3 **Resolution approving a First Amendment to the Memorandum of Understanding (MOU)**
4 **between the City and County of San Francisco, the City of Oakland, the City of San**
5 **Jose, the County of Alameda, and the County of Santa Clara that establishes a**
6 **governance structure and procedures for application, allocation, and distribution of**
7 **federal Urban Areas Security Initiative grant funds to the Bay Area Urban Area, to**
8 **extend the term of the MOU to June 30, 2011, and authorizing the Executive Director of**
9 **the Department of Emergency Management to execute on behalf of the City.**

10
11 WHEREAS, The United States Department of Homeland Security ("DHS") has a
12 Homeland Security Grant Program, which includes the Urban Areas Security Initiative
13 ("UASI") Program. The UASI Program addresses the unique planning, equipment, training,
14 and exercise needs of high-threat, high-density urban areas, and assists those areas in
15 building an enhanced and sustainable capacity to prevent, protect against, respond to, and
16 recover from threats and acts of terrorism; and

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

21 WHEREAS, For fiscal year 2006, the DHS consolidated the City and County of San
22 Francisco, the City of Oakland and the City of San Jose into a combined Tier I "Bay Area
23 Urban Area" for purposes of the UASI Program; and,

1 WHEREAS, For fiscal year 2006, the City and County of San Francisco, the City of
2 Oakland, the City of San Jose, Alameda County, and Santa Clara County (the "Parties") jointly
3 committed to cooperate for the purposes of applying for, allocating, and distributing the fiscal
4 year 2006 UASI Program grant funds, and accordingly entered into a Memorandum of
5 Understanding dated July 1, 2006 ("2006 MOU"), setting forth their agreements regarding the
6 governance structures, responsibilities, and financial agreements to use in applying for,
7 allocating, and distributing UASI grant funds to the Bay Area Urban Area; and,

8 WHEREAS, DHS approved the structure created in the 2006 MOU as the UAWG for
9 the Bay Area Urban Area; and,

10 WHEREAS, The 2006 MOU established procedures for allocating UASI funds, and
11 designated the City and County of San Francisco as the primary grantee and fiscal agent for
12 UASI funds for the Bay Area Urban Area; and,

13 WHEREAS, The Board of Supervisors approved the 2006 MOU in Resolution No. 718-
14 06, File No. 061583; and,

15 WHEREAS, The Parties negotiated and the Board of Supervisors approved an updated
16 Memorandum of Understanding dated July 1, 2007 ("2007 MOU") applicable to fiscal year
17 2007 and future years in Resolution No. 638-07, File No. 071451; and,

18 WHEREAS, The 2007 MOU expired on December 31, 2010. The Parties and other
19 governmental entities within the Bay Area Urban Area are negotiating a successor
20 Memorandum of Understanding, which is not yet complete; and,

21 WHEREAS, The Parties require a six-month extension of the term of the 2007 MOU, to
22 continue the terms of that agreement until a successor MOU is in place; and,

23 WHEREAS, A copy of the First Amendment to the 2007 MOU, which extends the term
24 of that MOU through June 30, 2011, is on file with the Clerk of the Board of Supervisors in
25

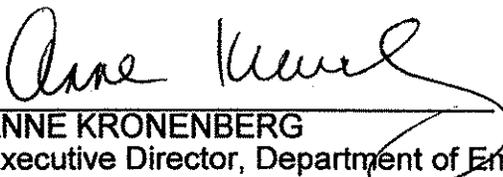
1 File No. 110078, which is hereby declared to be a part of this Resolution as
2 if set forth fully herein; now, therefore, be it

3 RESOLVED, That the Board of Supervisors of the City and County of San Francisco
4 hereby approves the First Amendment to the 2007 MOU between the City and County of San
5 Francisco, the City of Oakland, the City of San Jose, Alameda County, and Santa Clara
6 County; and, be it

7 FURTHER RESOLVED, That the Board of Supervisors of the City and County of San
8 Francisco authorizes the Executive Director of the Department of Emergency Management, or
9 the Director's designee, to execute the First Amendment to the 2007 MOU for and on behalf
10 of the City and County of San Francisco.

11 RECOMMENDED:

12
13 
14 EDWIN LEE
15 Mayor

16 
17 ANNE KRONENBERG
18 Executive Director, Department of Emergency Management

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:

Kirsten Hofmann, Director
Office of Emergency Services
55 W. Younger Avenue
San Jose, CA 95110
(408) 808-7802
Kirsten.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: _____

By: _____

Title: _____

City of Oakland, California

Signature: _____

By: _____

Title: _____

City of San Jose, California

Signature: _____

By: _____

Title: _____

Alameda County, California

Signature: _____

By: _____

Title: _____

Santa Clara County, California

Signature: _____

By: _____

Title: _____

