

MEMORANDUM OF UNDERSTANDING
AMONG

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

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

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

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

45 ACCORDINGLY, the Parties agree as follows:
46

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

51 a. Membership. The Parties shall appoint Members to the Approval Authority as
52 follows: City of Oakland, City of San Jose, City and County of San Francisco, County
53 of Alameda, County of Contra Costa, County of Marin, County of Monterey, County
54 of San Mateo, County of Santa Clara, County of Sonoma, and, as a non-voting
55 Member, California Office of Emergency Services (Cal OES).
56

57 Selection of Representatives. Each Party is responsible for selecting primary and
58 alternate Representatives to the Approval Authority. Each Party shall select its own
59 Representatives. Each Party shall designate its Representatives, and may change a
60 Representative designation, by written notice as specified under this MOU, to all
61 Parties and the General Manager.
62

63 b. Membership Eligibility Requirements. Each Party must be willing and legally able to
64 accept and manage federal homeland security grant funds.
65

66 c. Authority of Representatives. Each Party’s primary and alternate Representatives
67 shall be authorized to take action for and speak on behalf of the Party.
68

69 d. Attendance Requirement. If a Party fails to send a Representative to two or more
70 Approval Authority meetings in a calendar year, the Approval Authority may remove
71 that Party as a Member of the Approval Authority by a two-thirds vote. In the event
72 of such a vote, the Party in question will not be eligible to vote on said issue.
73

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

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

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

- 132
- 133
- 134
- 135
- 136
- 137
- 138
- 139
- 140
- 141
- 142
- 143
- 144
- 145
- 146
- 147
- 148
- 149
- 150
- 151
- 152
- 153
- 154
- 155
- 156
- 157
- 158
- 159
- 160
- 161
- 162
- 163
- 164
- 165
- 166
- 167
- 168
- 169
- 170
- 171
- 172
- 173
- 174
- 175
- a. Designate two primary Representatives and two alternates as full voting Members of the Approval Authority.
 - b. Serve as the UASI region point of contact with the U.S. Department of Homeland Security (DHS) and California Office of Emergency Services (Cal OES) in connection with grants under the jurisdiction of the Approval Authority.
 - c. Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval Authority during the term of this MOU, notwithstanding that another Jurisdiction may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent pursuant to the process determined in the By-laws.
3. City of Oakland Obligations. During the term of this MOU, Oakland shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
 4. City of San Jose Obligations. During the term of this MOU, San Jose shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
 5. Alameda County Obligations. During the term of this MOU, Alameda County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
 6. Santa Clara County Obligations: During the term of this MOU, Santa Clara County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
 7. Contra Costa County Obligations. During the term of this MOU, Contra Costa County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
 8. Marin County Obligations: During the term of this MOU, Marin County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
 9. San Mateo County Obligations: During the term of this MOU, San Mateo County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
 10. Sonoma County Obligations: During the term of this MOU, Sonoma County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
 11. Monterey County Obligations: During the term of this MOU, Monterey County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.

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

212
213
214
215
216
217
218

12. Obligations of All Parties. All Parties shall:

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

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

14. General Manager.

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

15. UASI Management Team.

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

219 employee assigned to the Management Team, including but not limited to imposing
220 discipline up to and including termination of employment.

221 b. The General Manager is responsible for the work of employees assigned to the
222 Management Team, and for directing and managing that work consistent with the
223 general duties determined and established by the General Manager with the
224 employing jurisdiction.
225

226 16. Grants and Contracts Awarded for UASI Grant-Funded Projects. On behalf of, and by a
227 vote of the Approval Authority, the Fiscal Agent may apply for federal grant funding for
228 the UASI region. All grants and contracts awarded using UASI Program grant funds
229 received by the UASI region shall conform to all applicable federal and state grant and
230 contracting requirements.
231

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

249 b. All requests for funding or reimbursement from the Fiscal Agent shall meet any
250 guidelines and requirements established by the Fiscal Agent. The guidelines may
251 include requirements for record keeping, internal audits, signature authority for
252 approval of reimbursement requests, submission of financial reports, and
253 compliance with professional accounting standards. The Fiscal Agent may recover
254 eligible costs for legal, financial, and other services through the grants administered
255 by the Fiscal Agent.

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

- 262 d. The City and County of San Francisco, as the Fiscal Agent will file a performance
263 evaluation for the General Manager based upon the evaluation completed by the
264 Approval Authority, on an annual basis pursuant to the Human Resources Rules of
265 the City and County of San Francisco.
266
- 267 17. By-laws. The Approval Authority shall promulgate By-laws to govern implementation of
268 this MOU, and to set duties and responsibilities for the General Manager and
269 Management Team. The By-laws shall be consistent with the terms of this MOU.
270 Wherever the By-laws conflict with the MOU, the MOU controls. The By Laws may be
271 adopted and amended by a two-thirds vote of the Approval Authority.
272
- 273 18. Indemnification. In lieu of and notwithstanding the pro rata risk allocation that might
274 otherwise be imposed between the Parties pursuant to Government Code Section
275 895.6, the Parties agree that all Losses (as defined below) incurred by a Party in
276 connection with this MOU or the activities contemplated by this MOU shall not be
277 shared pro rata but instead the Parties agree that pursuant to Government Code Section
278 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties,
279 including, without limitation, their officers, board members, employees and agents,
280 harmless from any Losses imposed for injury (as defined by Government Code Section
281 810.8) arising in connection with the negligent acts or omissions or willful misconduct of
282 the indemnifying Party, including, without limitation, its officers, board members,
283 employees or agents, under or in connection with or arising out of any work, authority
284 or jurisdiction delegated to such Party under this Agreement. No Party, including,
285 without limitation, any officer, board member, employee or agent thereof, shall be
286 responsible for any Losses occurring by reason of the negligent acts or omissions or
287 willful misconduct of other Parties hereto, including, without limitation, their officers,
288 board members, employees or agents, under or in connection with or arising out of any
289 work, authority or jurisdiction delegated to such other Parties under this Agreement.
290 For purposes of this Section, Losses shall mean any and all claims, demands, losses,
291 liabilities, damages (including foreseeable and unforeseeable consequential damages to
292 the extent arising from third party claims), liens, obligations, interest, injuries, penalties,
293 fines, lawsuits and other proceedings, judgments and awards and costs and expenses
294 (including, without limitation, reasonable attorneys' fees and costs, and consultants'
295 fees and costs) of whatever kind or nature, known or unknown, contingent or
296 otherwise.
297
- 298 19. Conflicts of Interest. If and when a Party identifies an actual or potential conflict of
299 interest among one or more of the Parties, that Party shall send written notification to
300 all Parties. The Party with the actual or potential conflict shall respond to the notice
301 within three business days. The response shall indicate whether the Party agrees or
302 disagrees that a conflict exists. If the Party agrees, that Party may take appropriate
303 action to cure the conflict, if possible, and shall describe its corrective actions in its
304 response. If a Party disagrees, or cannot to cure an actual conflict, the Approval
305 Authority shall meet on the conflict within not less than 30 calendar days of the initial

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

309
310 20. Effective Date and Term. This MOU shall take effect on **December 1, 2013** (“Effective
311 Date”) and shall remain in effect until **December 1, 2017**, unless sooner terminated as
312 provided below (“Term”).
313

314 21. Termination.

315

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

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

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

330
331 22. Jurisdiction and Venue. The laws of the State of California shall govern the
332 interpretation and performance of this MOU. Venue for any litigation relating to the
333 formation, interpretation or performance of this MOU shall be in San Francisco, CA.
334

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

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

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

- 349 26. Complete Agreement. This is a complete agreement and supersedes any prior oral or
350 written agreements of the Parties regarding the subject matter of this MOU, including
351 but not limited to the process for applying for and distributing grant funding for the
352 Bay Area Urban Area. Without limiting the foregoing, this MOU supersedes the
353 Memorandum of Understanding between City and County of San Francisco, City of San
354 Jose, City of Oakland, Alameda County, and Santa Clara County, dated December 1,
355 2011.
356
- 357 27. Severability. Should the application of any provision of this MOU to any particular facts
358 or circumstances be found by a court of competent jurisdiction to be invalid or
359 unenforceable, then (a) the validity of other provisions of this MOU shall not be
360 affected or impaired thereby, and (b) such provision shall be enforced to the maximum
361 extent possible so as to effect the intent of the Parties and shall be reformed without
362 further action by the Parties to the extent necessary to make such provision valid and
363 enforceable.
364
- 365 28. Counterparts. This MOU may be executed in several counterparts, each of which is an
366 original and all of which constitutes but one and the same instrument.
367
- 368 29. Notice.
- 369 a. Any notices required hereunder shall be given as follows:
370
- 371 If to the **City and County of San Francisco**, to:
372 Anne Kronenberg, Executive Director
373 Department of Emergency Management
374 1011 Turk Street
375 San Francisco, CA 94102
376 (415) 558-3800
377 Anne.kronenberg@sfgov.org
378 and
379 Raymond Guzman, Deputy Chief of Administration
380 Fire Department
381 698 Second Street
382 San Francisco, CA 94107
383 (415) 558-3411
384 raymond.guzman@sfgov.org
385
- 386 If to the **City of Oakland**, to:
387 Renee A. Domingo, Director of Emergency Services
388 1605 Martin Luther King Jr. Way, 2nd Floor
389 Oakland, CA 94612
390 (510) 238-3939
391 RADomingo@oaklandnet.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

476

477 Signature: _____

478 By: _____

479 Title: _____

480

481 **City of Oakland, California**

482

483 Signature: _____

484 By: _____

485 Title: _____

486

487 **City of San Jose, California**

488

489 Signature: _____

490 By: _____

491 Title: _____

492

493 **Alameda County, California**

494

495 Signature: _____

496 By: _____

497 Title: _____

498

499 **Contra Costa County, California**

500

501 Signature: _____

502 By: _____

503 Title: _____

504

505 **Marin County, California**

506

507 Signature: _____

508 By: _____

509 Title: _____

510

511 **Monterey County, California**

512

513 Signature: _____

514 By: _____

515 Title: _____

516

517 **San Mateo County, California**

518

519 Signature: _____

520 By: _____

521 Title: _____

522

523 **Santa Clara County, California**

524

525 Signature: _____

526 By: _____

527 Title: _____

528

529 **Sonoma County, California**

530

531 Signature: _____

532 By: _____

533 Title: _____