

File No. 130865

Committee Item No. 5  
Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: 09/25/2013

Board of Supervisors Meeting

Date: \_\_\_\_\_

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Analyst Report                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" 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"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
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Completed by: Victor Young Date September 20, 2013  
Completed by: Victor Young Date \_\_\_\_\_

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**  
7 **Security Initiative (UASI) Grant Funds to the Bay Area Urban Area, as well as for**  
8 **other federal grant funds to the Bay Area Urban Area as permitted under the MOU;**  
9 **and continues San Francisco as the primary grantee and fiscal agent for UASI grant**  
10 **funds to the Bay Area Urban Area, as well as for other Federal grant funds to the Bay**  
11 **Area Urban Area, as permitted under the MOU for the period of December 1, 2013,**  
12 **through December 1, 2017.**

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

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

4           WHEREAS, For fiscal year 2006, the City and County of San Francisco, the Cities of  
5 Oakland and San Jose, and the Counties of Alameda and Santa Clara, as the core cities  
6 and counties of the Bay Area Urban Area, entered into a Memorandum of Understanding  
7 dated July 1, 2006 ("2006 MOU") setting forth their agreements regarding the objectives,  
8 governance structures, responsibilities, and financial agreements to use in applying for,  
9 allocating, and distributing UASI grant funds to the Bay Area Urban Area, and establishing  
10 the Bay Area UASI Approval Authority ("Approval Authority") as the body with oversight  
11 over the UASI Program for the Bay Area Urban Area; and

12           WHEREAS, DHS approved the governance structure created in the 2006 MOU as  
13 the UAWG for the Bay Area Urban Area; and

14           WHEREAS, The 2006 MOU designated the City and County of San Francisco as the  
15 primary grantee and fiscal agent for UASI funds to the Bay Area Urban Area; and

16           WHEREAS, The Board of Supervisors approved the 2006 MOU in Resolution No.  
17 718-06, File No. 061583; and

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

1           WHEREAS, The original term of the 2011 MOU ended on December 31, 2013. Prior  
2 to the expiration of that term, the parties to the 2011 MOU agreed to a successor  
3 Memorandum of Understanding dated December 1, 2013 ("2013 MOU"), which generally  
4 continued the structures and procedures of the 2011 MOU; and

5           WHEREAS, The 2013 MOU affirms established procedures for application for,  
6 allocation and distribution of UASI grant funds to the Bay Area Urban Area, continues San  
7 Francisco as the primary grantee and fiscal agent for those grant funds, and continues the  
8 Approval Authority as an eleven voting-member regional body, with San Francisco having  
9 two seats (as a combined City and County), each of the remaining Parties having one seat,  
10 and the California Emergency Management Agency having an advisory seat on the body;  
11 and

12           WHEREAS, The term of the 2013 MOU is December 1, 2013 through December 1,  
13 2017; and

14           WHEREAS, The Approval Authority approved the 2013 MOU at its August 8, 2013  
15 meeting; and

16           WHEREAS, a copy of the 2013 MOU is on file with the Clerk of the Board of  
17 Supervisors in File No. 130865, which is hereby declared to be a part of this resolution as if  
18 set forth fully herein; and

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

22           WHEREAS, As a Party to the 2013 MOU, the City and County of San Francisco can  
23 continue its partnership with other cities and counties in the Bay Area to build an enhanced  
24 and sustainable local and regional capacity to prevent, protect against, respond to, and  
25 recover from threats and acts of terrorism; now, therefore, be it

1           RESOLVED, That the Board of Supervisors of the City and County of San Francisco  
2 hereby authorizes the City and County of San Francisco to enter into the 2013 MOU; and  
3 be it

4           FURTHER RESOLVED, That the Director of the Department of Emergency  
5 Management is authorized to sign the 2013 MOU on behalf of the City and County of San  
6 Francisco, and any extensions, augmentations, or amendments to the MOU; and be it

7           FURTHER RESOLVED, That the Director of the Department of Emergency  
8 Management is authorized to furnish whatever additional information or assurances that the  
9 United States Department of Homeland Security or the California Office of Emergency  
10 Services may request in connection with the Homeland Security or UASI grant programs,  
11 and to execute, deliver and perform, in the name of the City and County of San Francisco,  
12 any additional applications, contracts, agreements, amendments, and payment requests  
13 necessary to carry out the City's obligations under the 2013 MOU, subject to the budgetary  
14 and fiscal provisions of the Charter.

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1 MEMORANDUM OF UNDERSTANDING  
2 AMONG

3 **City of Oakland, City of San Jose, City and County of San Francisco, County of Alameda, County of**  
4 **Contra Costa, County of Marin, County of Monterey, County of San Mateo, County of Santa Clara,**  
5 **County of Sonoma**  
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8 This Memorandum of Understanding ("MOU") dated **DECEMBER 1, 2013**, sets forth the agreements  
9 of the **City of Oakland, City of San Jose, City and County of San Francisco, County of Alameda,**  
10 **County of Contra Costa, County of Marin, County of Monterey, County of San Mateo, County of**  
11 **Santa Clara and County of Sonoma** relating to the application for and allocation and distribution of  
12 federal Urban Areas Security Initiative ("UASI") Program grant funds and other regional grant funds.  
13

14 This MOU is made with reference to the following facts and circumstances:  
15

- 16 A. The above named cities and counties (collectively and individually, the "Parties") are  
17 committed to regional cooperation and coordination in building and sustaining capabilities to  
18 provide the greatest capability for prevention, protection, response, and recovery from threats  
19 or acts of terrorism and other catastrophic events in the Bay Area region in accordance with  
20 grant guidelines. The Bay Area UASI includes the jurisdictions as defined by the U.S.  
21 Department of Homeland Security.  
22
- 23 B. Beginning in 2006, the U.S. Department of Homeland Security ("DHS") utilized a "core-city, core-  
24 county" concept to determine risk and allocate grant funds. The jurisdictions in the Bay Area  
25 UASI used that same concept to establish the Bay Area UASI Approval Authority ("Approval  
26 Authority") as the Urban Area Working Group ("UAWG") for the Bay Area UASI, comprised of  
27 Representatives from the Urban Area's core cities and counties. In 2008 and subsequent years,  
28 DHS used the U.S. Census-determined Metropolitan Statistical Area as a component of its risk  
29 methodology and specified that the UAWG take a regional approach to establish representation  
30 and membership.  
31
- 32 C. In 2006, the core cities and counties of the Bay Area Urban Area – the City and County of San  
33 Francisco, the City of Oakland, the City of San Jose, the County of Alameda and the County of  
34 Santa Clara – approved a Memorandum of Understanding ("2006 MOU"), followed by a 2007  
35 Memorandum of Understanding ("2007 MOU"), that established the objectives, governance  
36 structure, responsibilities, reporting structure, and financial agreements to be used in applying  
37 for UASI and other federal homeland security grant funding.  
38
- 39 D. The Parties updated the 2007 MOU in 2011 regarding the objectives, governance structure,  
40 responsibilities, reporting structure and financial arrangements used by the Bay Area UASI in  
41 applying for, allocating and distributing UASI Program grant funding, and other regional grant  
42 funds ("2011 MOU"). The 2011 MOU is set to expire on December 1, 2013. The Parties intend  
43 that this MOU shall, upon its Effective Date, supersede and replace the 2011 MOU in its  
44 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.
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- 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:



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- 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.

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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

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- 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.

16. 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 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. 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.

- 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.

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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.

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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

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If to the **City of San Jose**, to:  
Christopher A. Godley, CEM, Director of Emergency Services  
855 North San Pedro Street, #404  
San José, CA 95110-1718  
(408) 277-4595  
Christopher.godley@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 **Contra Costa County**, to:  
Mike Casten, Undersheriff  
Contra Costa County Sheriff's Office  
651 Pine Street, 7<sup>th</sup> Floor  
Martinez, CA 94553  
(925) 335-1514  
mcast@so.cccounty.us

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

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

If to **San Mateo County**, to:  
Carlos G. Bolanos, Undersheriff  
San Mateo County Sheriff's Office  
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: \_\_\_\_\_  
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481 **City of Oakland, California**

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483 Signature: \_\_\_\_\_

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

485 Title: \_\_\_\_\_

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487 **City of San Jose, California**

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489 Signature: \_\_\_\_\_

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

491 Title: \_\_\_\_\_

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493 **Alameda County, California**

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495 Signature: \_\_\_\_\_

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

497 Title: \_\_\_\_\_

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499 **Contra Costa County, California**

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501 Signature: \_\_\_\_\_

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

503 Title: \_\_\_\_\_

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505 **Marin County, California**

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507 Signature: \_\_\_\_\_

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

509 Title: \_\_\_\_\_

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511 **Monterey County, California**

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513 Signature: \_\_\_\_\_

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

515 Title: \_\_\_\_\_

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517 **San Mateo County, California**

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519 Signature: \_\_\_\_\_

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

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523 **Santa Clara County, California**

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525 Signature: \_\_\_\_\_

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

527 Title: \_\_\_\_\_

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529 **Sonoma County, California**

530

531 Signature: \_\_\_\_\_

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

533 Title: \_\_\_\_\_

OFFICE OF THE MAYOR  
SAN FRANCISCO



EDWIN M. LEE  
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: *for* Mayor Edwin M. Lee *JE*  
RE: MOU – Urban Areas Security Initiative  
DATE: September 10, 2013

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Attached for introduction to the Board of Supervisors is the 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 (1) 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 (2) 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.

I request that this item be calendared in Budget and Finance Committee.

Should you have any questions, please contact Jason Elliott (415) 554-5105.

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BOARD OF SUPERVISORS  
SAN FRANCISCO  
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