

File No. 220132

Committee Item No. 3

Board Item No. 29

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: October 20, 2022

Board of Supervisors Meeting:

Date: November 1, 2022

Cmte Board

- | | | |
|-------------------------------------|-------------------------------------|--|
| ☐ | ☐ | Motion |
| ☒ | ☒ | Resolution |
| ☐ | ☐ | Ordinance |
| ☐ | ☐ | Legislative Digest |
| ☐ | ☐ | Budget and Legislative Analyst Report |
| ☐ | ☐ | Youth Commission Report |
| ☐ | ☐ | Introduction Form |
| ☐ | ☐ | Department/Agency Cover Letter and/or Report |
| ☐ | ☐ | MOU - FY2022-2024 - Clean |
| ☐ | ☐ | MOU - FY2022-2024 - Redline |
| ☐ | ☐ | Grant Information Form |
| ☐ | ☐ | Grant Budget |
| ☐ | ☐ | Subcontract Budget |
| ☐ | ☐ | Contract/Agreement |
| ☐ | ☐ | Form 126 – Ethics Commission |
| ☐ | ☐ | Award Letter |
| ☐ | ☐ | Application |
| ☐ | ☐ | Public Correspondence |

OTHER

- | | | |
|-------------------------------------|-------------------------------------|-----------------------|
| ☒ | ☒ | <u>DRAFT 2021 MOU</u> |
| ☐ | ☐ | <u> </u> |
| ☐ | ☐ | <u> </u> |
| ☐ | ☐ | <u> </u> |
| ☐ | ☐ | <u> </u> |
| ☐ | ☐ | <u> </u> |
| ☐ | ☐ | <u> </u> |
| ☐ | ☐ | <u> </u> |
| ☐ | ☐ | <u> </u> |

Prepared by: Stephanie Cabrera

Date: October 14, 2022

Prepared by: Stephanie Cabrera

Date: October 26, 2022

Prepared by:

Date:

1 [Memorandum of Understanding - Retroactive - 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**
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 from December 1, 2021,**
12 **through November 30, 2025.**

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 parties to the 2013 MOU agreed to a successor Memorandum of
6 Understanding dated December 1, 2017 ("2017 MOU"), which generally continues the
7 structures and procedures of the 2013 MOU, and which the Board of Supervisors approved
8 in Resolution No. 459-17, File No.171158; and

9 WHEREAS, The term of the 2017 MOU is due to expire on November 30, 2021; and

10 WHEREAS, Prior to the expiration of that term, the parties to the 2017 MOU agreed
11 to a successor Memorandum of Understanding dated December 1, 2021 ("2021 MOU"),
12 which generally continues the structures and procedures of the 2017 MOU; and

13 WHEREAS, The Approval Authority approved the 2021 MOU at its
14 November 18, 2021 meeting; and

15 WHEREAS, A copy of the 2021 MOU is on file with the Clerk of the Board of
16 Supervisors in File No. 220132, which is hereby declared to be a part of this Resolution as
17 if set forth fully herein; and

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

21 WHEREAS, As a Party to the 2021 MOU, the City and County of San Francisco can
22 continue its partnership with other cities and counties in the Bay Area to build an enhanced
23 and sustainable local and regional capacity to prevent, protect against, respond to, and
24 recover from threats and acts of terrorism; now, therefore, be it
25

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 2021 MOU; and,
3 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 2021 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
13 by all parties, the Executive Director of the Department of Emergency Management shall
14 provide the final MOU to the Clerk of the Board for inclusion into the official file.

RECOMMENDED:

/s/

London Breed

Mayor

/s/

Ben Rosenfield

Controller

/s/

Mary Ellen Carroll

Executive Director,

Department of Emergency Management

**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 November 18, 2021, 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 (“DHS”).
- B. Beginning in 2006, 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, 2013, and 2017. 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 MOU approved in 2017 is set to expire on November 30, 2021. The Parties intend that this MOU shall, upon its Effective Date, supersede and replace the 2017 MOU in its entirety.

ACCORDINGLY, the Parties agree as follows:

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

- a **Membership; Representatives.**

- i. *Membership.* The Parties shall appoint Members to the Approval Authority as follows: 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.
- ii. *Selection of Representatives.* Each Party is responsible for selecting primary and alternate Representatives to the Approval Authority. Each Party shall select its own Representatives. Each Party shall designate its Representatives, and may change a Representative designation, by written notice as specified under this MOU, to the General Manager.
- iii. *Membership Eligibility Requirements.* Each Member must be willing and legally able to accept and manage federal homeland security grant funds.
- iv. *Authority of Representatives.* Each Party’s primary and alternate Representatives shall be authorized to take action for and speak on behalf of the Party.
- v. *Attendance Requirement.* Only one Representative per Member may participate and vote at a meeting of the Approval Authority, except that up to two Representatives from the City and County of San Francisco may participate and vote. If no Representative of a Party is in attendance at two or more Approval Authority meetings in a calendar year, the Approval Authority may remove that Party as a Member of the Approval Authority by a two-thirds vote. In the event of such a vote, the Party in question will not be eligible to vote on said issue.

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

- i. Approve the Bay Area UASI Goals and Objectives and THIRA (Threat and Hazards Identification and Risk Assessment), which shall provide focus to grant investments
- ii. Adopt a regional risk management framework to administer the UASI Homeland Security Grant Program, and related grants, consistent with the grant guidelines and direction provided by the U.S. Department of

Homeland Security (DHS) and the California Office of Emergency Services (Cal OES).

- iii. Approve grant allocation methodologies.
 - iv. Approve all UASI Program and related grant applications.
 - 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 and subject to approval in the City and County of San Francisco annual budget ordinance.
 - vii. Approve the establishment, purpose, and membership of any advisory bodies whose purpose is to advise the Approval Authority.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. Quorum. A quorum shall consist of the majority of the number of primary Representatives appointed to 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. **Obligations of Parties**. The obligations of each Party to this MOU shall be as follows:

- a. City of Oakland. During the term of this MOU, Oakland shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
- b. City of San Jose. 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.
- c. City and County of San Francisco. During the term of this MOU, San Francisco will provide the following services to the Approval Authority:
 - i. Designate two primary Representatives and two alternates as full voting Members of the Approval Authority.
 - ii. 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.
 - iii. 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.
- d. Alameda County. 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.
- e. Contra Costa County. 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.
- f. Marin County: 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.

- g Monterey County: 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.
- h San Mateo County: 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.
- i Santa Clara County: 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.
- j Sonoma County: 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.

3. **Obligations of All Parties; Reservation for Regional Plans.** 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 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.
- c Each Party expressly retains all rights and powers necessary to accept and adopt regional plans.

4. **General Manager.**

- a The Approval Authority shall establish the minimum qualifications for the General Manager position, and may establish desired and preferred qualifications, as allowed by law and local civil service rules.
- 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.

5. UASI Management Team.

- a In consultation with the Approval Authority, the General Manager may select employees of the Parties or independent contractors, to the extent permitted by federal and state law, 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.

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

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

- b All requests for funding or reimbursement from the Fiscal Agent shall meet any guidelines and requirements established by the Fiscal Agent. The guidelines may include requirements for record keeping, internal audits, signature authority for approval of reimbursement requests, submission of financial reports, and compliance with professional accounting standards. The Fiscal Agent may recover eligible costs for legal, financial, and other services through the grants administered by the Fiscal Agent.
 - c A Member who is a signatory to this Memorandum of Understanding and who has met all the requirements to hold a seat on the Approval Authority may request to be considered by the remaining Members of the Approval Authority to assume the role of Fiscal Agent at any time during the term of this Memorandum of Understanding. The Approval Authority shall consider the application, along with any applications of other Members, according to the process contained in the By-laws.
 - d The City and County of San Francisco, as the Fiscal Agent, will conduct a performance evaluation for the General Manager with input from the Approval Authority, on an annual basis pursuant to the Human Resources Rules of the City and County of San Francisco.
7. **By-laws.** The Approval Authority shall promulgate By-laws to govern implementation of this MOU, and to set duties and responsibilities for the General Manager and Management Team. The By-laws shall be consistent with the terms of this MOU. Wherever the By-laws conflict with the MOU, the MOU controls. The By-laws may be adopted and amended by a two-thirds vote of the Approval Authority.
8. **Preemption.** Should a federal law preempt a state or local law, regulation, or policy, the Approval Authority, including its Fiscal Agent and its employees performing work for the Approval Authority, shall comply with the federal law and implementing regulations. No provision of this MOU or the By-laws require the Approval Authority or its Fiscal Agent to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance, as applied pursuant to applicable laws pertaining to preemption.
9. **Indemnification.** In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all Losses (as defined below) incurred by a Party in connection with this MOU or the activities contemplated by this MOU shall not be shared pro rata but instead the Parties agree that pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, including, without limitation, their officers, board members, employees and agents, harmless from any Losses imposed for injury (as defined by Government Code Section 810.8) arising in connection with the negligent acts or omissions or willful misconduct of the indemnifying Party, including, without limitation, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement. No Party, including, without limitation, any officer, board member, employee or agent thereof, shall be responsible for any Losses occurring by

reason of the negligent acts or omissions or willful misconduct of other Parties hereto, including, without limitation, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Parties under this Agreement. For purposes of this Section, Losses shall mean any and all claims, demands, losses, liabilities, damages (including foreseeable and unforeseeable consequential damages to the extent arising from third party claims), liens, obligations, interest, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses (including, without limitation, reasonable attorneys' fees and costs, and consultants' fees and costs) of whatever kind or nature, known or unknown, contingent or otherwise.

10. **Conflicts of Interest.** If and when a Party identifies an actual or potential conflict of interest among one or more of the Parties, that Party shall send written notification to all Parties. The Party with the actual or potential conflict shall respond to the notice within three business days. The response shall indicate whether the Party agrees or disagrees that a conflict exists. If the Party agrees, that Party may take appropriate action to cure the conflict, if possible, and shall describe its corrective actions in its response. If a Party disagrees, or cannot cure an actual conflict, the Approval Authority shall meet on the conflict within not less than 30 calendar days of the initial notice, in an effort to resolve the conflict. The Approval Authority shall schedule a special meeting if necessary to meet this timeline. All notices under this section shall be provided under Section 28, Notices.
11. **Effective Date and Term.** This MOU shall take effect on December 1, 2021 ("Effective Date") and shall remain in effect through November 30, 2025, unless sooner terminated as provided below ("Term").
12. **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.

13. **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.
14. **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.
15. **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.
16. **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 9.
17. **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, the 2013 MOU, and the 2017 MOU.
18. **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 unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.
19. **Counterparts.** This MOU may be executed in several counterparts, each of which is an original and all of which constitutes but one and the same instrument.
20. **Notice.**
 - a Any notices required hereunder shall be given as follows:

If to the **City and County of San Francisco**, to:
Mary Ellen Carroll, Executive Director
Department of Emergency Management
City Hall
Room 344
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
(415) 558-2745
maryellen.carroll@sfgov.org

and
Erica Arteseros, Assistant Deputy Chief
SFFD Homeland Security
698 Second Street
San Francisco, CA 94107
(415) 238-5266
erica.arteseros@sfgov.org

If to the **City of Oakland**, to:
Jessica Feil, Emergency Services Manager
Oakland Fire Department
1605 Martin Luther King Jr. Way, 2nd Floor
Oakland, CA 94612
(510) 332-0205
jfeil@oaklandnet.com

If to the **City of San Jose**, to:
Raymond Riordan, Director Office of Emergency Services
855 N. San Pedro St. 4th Floor
San Jose, CA 95110
(408) 794-7055
ray.riordan@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
rlucia@acgov.org

If to **Contra Costa County**, to:
Mike Casten, Undersheriff
Contra Costa County Sheriffs Office
651 Pine Street, 7th Floor
Martinez, CA 94553
(925) 335-1512
mcast@so.cccounty.us

If to **Marin County**, to:
Robert Doyle, Sheriff
Marin County Sheriffs Office
1600 Los Gamos Dr. #200
San Rafael, CA 94903
(415) 473-7250
SDoyle@marinsheriff.org

If to **Monterey County**, to:
Gerry Malais, Emergency Services Manager
Office of Emergency Services
1414 Natividad Road
Salinas, CA 93906
(831) 796-1901
malaisg@co.monterey.ca.us

If to **San Mateo County**, to:
Mark Robbins, Undersheriff
San Mateo County Sheriffs Office
400 County Center, 3rd Floor
Redwood City, CA 94063
(650) 599-1662
mrobbins@smcgov.org

If to **Santa Clara County**, to:
Dana Reed, Director
Santa Clara County OEM
55 West Younger Avenue, Ste 450
San Jose, CA 95110
(408) 378-4010
dana.reed@oem.sccgov.org

If to **Sonoma County**, to:
Christopher Godley, Director
Sonoma County Dept. of Emergency Management
2300 County Center Drive, Suite 2208
Santa Rosa, CA 95403
(707) 565-2820
christopher.godley@sonoma-county.org

- 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 addressees set forth in subsection (a) above.
- c Any Party may change its contact individual and/or address for notice by giving written notice of the change to the General Manager.

The individuals executing this MOU 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 MOU.

[Signature pages to follow]

**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**

The individuals executing this MOU 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 MOU.

CITY OF OAKLAND

By:

Title:

**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**

The individuals executing this MOU 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 MOU.

CITY OF SAN JOSE

By:

Title:

**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**

The individuals executing this MOU 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 MOU.

CITY AND COUNTY OF SAN FRANCISCO

By:

Title:

Approved as to Form:

David Chiu
City Attorney

By: _____

Christina Fletes-Romo
Deputy City Attorney

**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**

The individuals executing this MOU 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 MOU.

ALAMEDA COUNTY

By:

Title:

**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**

The individuals executing this MOU 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 MOU.

CONTRA COSTA COUNTY

By:

Title:

**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**

The individuals executing this MOU 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 MOU.

MARIN COUNTY

By:

Title:

**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**

The individuals executing this MOU 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 MOU.

MONTEREY COUNTY

By:

Title:

**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**

The individuals executing this MOU 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 MOU.

SAN MATEO COUNTY

By:

Title:

**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**

The individuals executing this MOU 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 MOU.

SANTA CLARA COUNTY

By:

Title:

**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**

The individuals executing this MOU 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 MOU.

SONOMA COUNTY

By:

Title: