

File No. 11053

Committee Item No. 2

Board Item No. 10

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee PUBLIC SAFETY

Date 11/3/11

Board of Supervisors Meeting

Date 11/15/11

Cmte Board

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| <input checked="" type="checkbox"/> | <input checked="" 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 |
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OTHER

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>MOU</u> |
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Completed by: Gail Johnson

Date 10/28/11

Completed by: [Signature]

Date 11/9/11

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

1 [Memorandum of Understanding - Regional Agreement - Federal Homeland Security Grant
2 Funds]

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: 1) 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 other**
8 **federal grant funds to the Bay Area Urban Area as permitted under the MOU; and**
9 **2) 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.**

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

19 WHEREAS, DHS requires each Urban Area receiving grant funds to establish an
20 Urban Area Working Group ("UAWG") to act as an executive steering committee and provide
21 overall governance of the UASI Program across the regional area encompassed within the
22 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 Tier I "Bay Area Urban Area" for
3 purposes 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 Region Approval Authority ("Approval Authority") as the body with
11 oversight 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 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 original term of the 2007 MOU ended on December 31, 2010. Prior
23 to the expiration of that term, the parties to the 2007 MOU, along with other jurisdictions
24 within the Bay Area Urban Area, began negotiations on a successor Memorandum of
25 Understanding; and

1 WHEREAS, The Board of Supervisors approved amendments to extend the term of
2 the 2007 MOU in Resolution No. 111-11, File No. 10078 and Resolution No. 239-11, File
3 No. 110603, to permit sufficient time for negotiations on the successor Memorandum of
4 Understanding; and,

5 WHEREAS, The City and County of San Francisco has agreed to a successor
6 Memorandum of Understanding dated December 1, 2011 ("2011 MOU") with the Cities of
7 Oakland and San Jose and the Counties of Alameda, Contra Costa, Marin, Monterey, San
8 Mateo, Santa Clara and Sonoma (collectively with San Francisco, the "Parties"); and,

9 WHEREAS, The 2011 MOU affirms established procedures for application for,
10 allocation and distribution of UASI grant funds to the Bay Area Urban Area, continues San
11 Francisco as the primary grantee and fiscal agent for those grant funds, and reconstitutes
12 the Approval Authority as an eleven voting-member regional body, with San Francisco
13 having two seats (as a combined City and County), each of the remaining Parties having
14 one seat, and the California Emergency Management Agency having an advisory seat on
15 the body; and,

16 WHEREAS, The 2007 MOU and the 2011 MOU both provide that the Approval
17 Authority may decide by a 2/3 vote to apply the agreements, structures, processes and
18 mechanisms specified those MOUs in applying for, allocating and distributing other types of
19 federal grant funding to the Bay Area Urban Area, and the Approval Authority voted
20 previously to apply those MOU procedures to the federal Regional Catastrophic
21 Preparedness Grant Program ("RCPGP") and the Interoperable Emergency
22 Communications Grant Program ("IECGP"); and,

23 WHEREAS, The term of the 2011 MOU is December 1, 2011 through December 1,
24 2013; and,

1 WHEREAS, The Approval Authority approved the 2011 MOU at its August 18, 2011
2 meeting; and,

3 WHEREAS, a copy of the 2011 MOU is on file with the Clerk of the Board of
4 Supervisors in File No. 111053, which is hereby declared to be a part of this resolution as if
5 set forth fully herein; and,

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

9 WHEREAS, As a Party to the 2011 MOU, the City and County of San Francisco can
10 continue its partnership with other cities and counties in the Bay Area to build an enhanced
11 and sustainable local and regional capacity to prevent, protect against, respond to, and
12 recover from threats and acts of terrorism; now, therefore, be it

13 RESOLVED, That the Board of Supervisors of the City and County of San Francisco
14 hereby authorizes the City and County of San Francisco to enter into the 2011 MOU.

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 – Regional agreement regarding federal homeland security grant funds
DATE: September 27, 2011

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.

Please note this item is cosponsored by Supervisors David Chiu, Mark Farrell, Ross Mirkarimi.

I request that this item be calendared in Government Audit and Oversight Committee October 7th, 2011

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

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2011 SEP 27 PM 2:03

cc.
Supervisor David Chiu
Supervisor Mark Farrell
Supervisor Ross Mirkarimi

1 MEMORANDUM OF UNDERSTANDING
2 BETWEEN

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**
6
7

8 This Memorandum of Understanding ("MOU") dated **DECEMBER 1, 2011**, 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 wish to update the agreement 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 as provided in this MOU, through the term of this Agreement. Certain governance and

43 process changes are taken from the 2006 MOU and 2007 MOU, to ensure that the Agreements
44 is consistent with grant program requirements.

45
46 ACCORDINGLY, the Parties agree as follows:

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

51
52 a. Membership. The Parties shall appoint members to the Approval Authority as
53 follows:

- 54 i. City of Oakland – one voting representative,
- 55 ii. City of San Jose – one voting representative,
- 56 iii. City and County of San Francisco – two voting representatives,
- 57 iv. County of Alameda – one voting representative,
- 58 v. County of Contra Costa – one voting representative,
- 59 vi. County of Marin – one voting representative,
- 60 vii. County of Monterey – one voting representative,
- 61 viii. County of San Mateo – one voting representative,
- 62 ix. County of Santa Clara – one voting representative,
- 63 x. County of Sonoma – one voting representative.

64
65 The Parties authorize the California Emergency Management Agency to appoint one
66 non-voting member to the Approval Authority in an advisory capacity.

67
68 b. Selection of Representatives. Each Party is responsible for selecting primary and
69 alternate representatives to the Approval Authority. Each Party shall select its own
70 representatives. Each Party shall designate its representatives, and may change a
71 representative designation, by written notice as specified under this MOU, to all
72 Parties and the General Manager.

73
74 c. Membership Eligibility Requirements. Each Party must be willing and legally able to
75 accept and manage federal homeland security grant funds.

76
77 d. Authority of Representatives. Each Party’s primary and alternate representatives
78 shall be authorized to take action for and speak on behalf of the Party.

79
80 e. Attendance Requirement. If a Party fails to send a representative to two or more
81 Approval Authority meetings in a calendar year, the Approval Authority may remove
82 that Party as a member of the Approval Authority by a two-thirds vote. In the event
83 of such a vote, the party in question will not be eligible to vote on said issue.
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- f. 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, response and recovery to homeland security threats in accordance with DHS grant guidelines. To the extent consistent with grant program requirements, the Approval Authority shall:
- i. Approve the UASI region homeland security strategy, which shall determine the focus of the Bay Area UASI program.
 - 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 Emergency Management Agency (Cal EMA).
 - 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.
 - vii. Approve the establishment, purpose, and membership of any advisory bodies whose purpose is to advise the Approval Authority.
- g. Representatives Roles and Responsibilities. Each Approval Authority representative shall:
- i. Be prepared for and attend all Approval Authority meetings, and
 - 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.
- h. 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.
- i. 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 2/3 vote of the Approval Authority and may include a special designation of an alternative fiscal agent.
- j. Voting. The Approval Authority shall vote according to the following procedures:

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- 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.
 - k. Quorum. A quorum shall consist of the majority of the representatives on the Approval Authority. A quorum is six members. The Approval Authority may not meet or conduct official business in the absence of a quorum.
2. City and County of San Francisco Obligations. During the term of this MOU, San Francisco will provide the following services to the Approval Authority:
- a. Designate 2 primary representatives and 2 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 Emergency Management Agency (Cal EMA) 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 Bylaws.
3. City of Oakland Obligations. During the term of this MOU, Oakland shall designate 1 primary individual and 1 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 1 primary individual and 1 alternate as a full voting member of the Approval Authority.
5. Alameda County Obligations. During the term of this MOU, Alameda County shall designate 1 primary individual and 1 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 1 primary individual and 1 alternate as a full voting member of the Approval Authority.

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7. Contra Costa County Obligations. During the term of this MOU, Contra Costa County shall designate 1 primary individual and 1 alternate as a full voting member of the Approval Authority.
8. Marin County Obligations: During the term of this MOU, Marin County shall designate 1 primary individual and 1 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 1 primary individual and 1 alternate as a full voting member of the Approval Authority.
10. Sonoma County Obligations: During the term of this MOU, Sonoma County shall designate 1 primary individual and 1 alternate as a full voting member of the Approval Authority.
11. Monterey County Obligations: During the term of this MOU, Monterey County shall designate 1 primary individual and 1 alternate as a full voting member of the Approval Authority.
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 Emergency Management Agency: During the term of this MOU, CALEMA may designate 1 individual to serve in an advisory capacity and 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.

- 210 e. The employing jurisdiction is responsible for the work of the General Manager, and
211 for directing and managing that work consistent with the duties determined and
212 established by the Approval Authority. Nothing in this Agreement is intended to
213 interfere with the right of the employing jurisdiction to take employment action
214 regarding the employee assigned as General Manager, including but not limited to
215 imposing discipline up to and including termination of employment.
- 216 f. The individual selected by the Approval Authority shall be assigned to work full-time
217 as the General Manager. The General Manager position shall be funded through
218 grant funds.
- 219 g. Nothing in this agreement is intended to interfere with the right of the Approval
220 Authority to remove the General Manager from their role as the General Manager.

221 15. UASI Management Team.

- 222
- 223 a. In consultation with the Approval Authority, the General Manager shall select
224 individuals for assignment to the Management Team. The members of this Team
225 shall be employees of the Parties, and assigned to work full-time on the
226 Management Team. The salaries of the employees assigned to serve on the
227 Management Team shall be funded through grant funds. Nothing in this Agreement
228 is intended to interfere with the right of an employing jurisdiction to take
229 employment action regarding an employee assigned to the Management Team,
230 including but not limited to imposing discipline up to and including termination of
231 employment.
- 232 b. The employing jurisdiction is responsible for the work of employees assigned to the
233 Management Team, and for directing and managing that work consistent with the
234 duties determined and established by the General Manager.

235

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

- 241
- 242 a. Fiscal Agent. The City and County of San Francisco shall be the Fiscal Agent for the
243 Bay Area UASI, notwithstanding that another Jurisdiction may indicate its desire to
244 become the Fiscal Agent and may become the Fiscal Agent pursuant to the process
245 determined in the Bylaws. The Fiscal Agent shall serve as the sub-grantee for funds
246 granted by DHS and Cal EMA to the Bay Area Urban Area. The Fiscal Agent shall
247 provide all financial services and establish procedures and execute sub recipient
248 agreements for the distribution of grant funds to jurisdictions selected by the
249 Approval Authority to receive grant funds. The Parties understand that until the
250 Fiscal Agent and a sub recipient jurisdiction fully and finally execute a sub recipient
251 agreement, the Fiscal Agent shall have no obligation to disburse grant funds to that

252 jurisdiction. The Parties acknowledge and agree that grant decisions are subject to
253 the discretion and decision-making of the Cal EMA and Approval Authority. A Party
254 or other sub recipient jurisdiction that takes any action, informal or formal, to
255 appropriate, encumber or expend Grant Funds before final allocation decisions by
256 Cal EMA and the Approval Authority, and before a sub recipient agreement is fully
257 and finally executed with the Fiscal Agent, assumes all risk of possible non-allocation
258 or non-reimbursement of funds.

259 b. All requests for funding or reimbursement from the Fiscal Agent shall meet any
260 guidelines and requirements established by the Fiscal Agent. The guidelines may
261 include requirements for record keeping, internal audits, signature authority for
262 approval of reimbursement requests, submission of financial reports, and
263 compliance with professional accounting standards. The Fiscal Agent may recover
264 eligible costs for legal, financial, and other services through the grants administered
265 by the Fiscal Agent.

266 c. A member agency who is a signatory to this Memorandum of Understanding and
267 who has met all the requirements to hold a seat on the Approval Authority may
268 request to be considered by the remaining members of the Approval Authority to
269 assume the role of Fiscal Agent at any time during the term of this Memorandum of
270 Understanding. The Approval Authority shall consider the application, along with
271 any applications of other members, according to the process contained in the By-
272 Laws.

273 d. The City and County of San Francisco, as the Fiscal Agent will file a performance
274 evaluation for the General Manager based upon the evaluation completed by the
275 Approval Authority, on an annual basis pursuant to the Human Resources Rules of
276 the City and County of San Francisco.

277

278 17. By-Laws. The Approval Authority shall promulgate By-Laws to govern implementation
279 of this MOU, and to set duties and responsibilities for the General Manager and
280 Management Team. The By-Laws shall be consistent with the terms of this MOU.
281 Wherever the By-Laws conflict with the MOU, the MOU controls. The By-laws may be
282 adopted and amended by a two-thirds vote of the Approval Authority.

283

284 18. Indemnification. In lieu of and notwithstanding the pro rata risk allocation that might
285 otherwise be imposed between the Parties pursuant to Government Code Section
286 895.6, the Parties agree that all Losses (as defined below) incurred by a Party in
287 connection with this MOU or the activities contemplated by this MOU shall not be
288 shared pro rata but instead the Parties agree that pursuant to Government Code Section
289 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties,
290 including, without limitation, their officers, board members, employees and agents,
291 harmless from any Losses imposed for injury (as defined by Government Code Section
292 810.8) arising in connection with the negligent acts or omissions or willful misconduct of
293 the indemnifying party, including, without limitation, its officers, board members,

294 employees or agents, under or in connection with or arising out of any work, authority
295 or jurisdiction delegated to such Party under this Agreement. No Party, including,
296 without limitation, any officer, board member, employee or agent thereof, shall be
297 responsible for any Losses occurring by reason of the negligent acts or omissions or
298 willful misconduct of other Parties hereto, including, without limitation, their officers,
299 board members, employees or agents, under or in connection with or arising out of any
300 work, authority or jurisdiction delegated to such other Parties under this Agreement.
301 For purposes of this Section, Losses shall mean any and all claims, demands, losses,
302 liabilities, damages (including foreseeable and unforeseeable consequential damages to
303 the extent arising from third party claims), liens, obligations, interest, injuries, penalties,
304 fines, lawsuits and other proceedings, judgments and awards and costs and expenses
305 (including, without limitation, reasonable attorneys' fees and costs, and consultants'
306 fees and costs) of whatever kind or nature, known or unknown, contingent or
307 otherwise.

308
309 19. Conflicts of Interest. If and when a Party identifies an actual or potential conflict of
310 interest among one or more of the Parties, that Party shall send written notification to
311 all Parties. The Party with the actual or potential conflict shall respond to the notice
312 within three business days. The response shall indicate whether the Party agrees or
313 disagrees that a conflict exists. If the Party agrees, that Party may take appropriate
314 action to cure the conflict, if possible, and shall describe its corrective actions in its
315 response. If a Party disagrees, or cannot to cure an actual conflict, the Approval
316 Authority shall meet on the conflict within not less than 30 calendar days of the initial
317 notice, in an effort to resolve the conflict. The Approval Authority shall schedule a
318 special meeting if necessary to meet this timeline. All notices under this section shall be
319 provided under Section 28, Notices.

320
321 20. Effective Date and Term. This MOU shall take effect on the **December 1, 2011** and shall
322 remain in effect until **December 1, 2013**, unless sooner terminated as provided below
323 ("Term").

324
325 21. Termination.

326
327 a. Any Party may terminate its participation in this MOU by providing 30-days advance
328 written notice of its termination to all Parties and the General Manager. That Party
329 shall fulfill any grant-related or contractual obligations to the Fiscal Agent. This MOU
330 shall continue in effect between the remaining Parties.

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

- 336 c. The Approval Authority may terminate this MOU at any time, for convenience and
337 without cause, by unanimous vote. Any such action of the Approval Authority shall
338 specify the date on which the termination shall be effective, which date shall be at
339 least 6 months from the date of the Approval Authority's action.
340
- 341 22. Jurisdiction and Venue. The laws of the State of California shall govern the
342 interpretation and performance of this MOU. Venue for any litigation relating to the
343 formation, interpretation or performance of this MOU shall be in San Francisco, CA.
344
- 345 23. Modification. This MOU may not be modified, nor may compliance with any of its terms
346 be waived, except by written instrument executed and approved in the same manner as
347 this MOU.
348
- 349 24. Cooperative Drafting. This MOU has been drafted through a cooperative effort of the
350 Parties, and all Parties have had an opportunity to have the MOU reviewed and revised
351 by legal counsel. No Party shall be considered the drafter of this MOU, and no
352 presumption or rule that an ambiguity shall be construed against the Party drafting the
353 clause shall apply to the interpretation or enforcement of this MOU.
354
- 355 25. Survival of Terms. The obligations of the Parties and the terms of the following
356 provisions of this Agreement shall survive and continue following expiration or
357 termination of this Agreement: Section 18.
358
- 359 26. Complete Agreement. This is a complete agreement and supersedes any prior oral or
360 written agreements of the Parties regarding the subject matter of this MOU, including
361 but not limited to the process for applying for and distributing grant funding for the
362 Bay Area Urban Area. This MOU supersedes the Memorandum of Understanding
363 between City and County of San Francisco, City of San Jose, City of Oakland, Alameda
364 County, and Santa Clara County, dated July 1, 2007.
365
- 366 27. Severability. Should the application of any provision of this MOU to any particular facts
367 or circumstances be found by a court of competent jurisdiction to be invalid or
368 unenforceable, then (a) the validity of other provisions of this MOU shall not be
369 affected or impaired thereby, and (b) such provision shall be enforced to the maximum
370 extent possible so as to effect the intent of the Parties and shall be reformed without
371 further action by the Parties to the extent necessary to make such provision valid and
372 enforceable.
373
- 374 28. Counterparts. This MOU may be executed in several counterparts, each of which is an
375 original and all of which constitutes but one and the same instrument.
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29. Notice.

a. Any notices required hereunder shall be given as follows:

If to the **City and County of San Francisco**, to:

Anne Kronenberg, Executive Director
Department of Emergency Management
1011 Turk Street
San Francisco, CA 94102
(415) 558-3800
Anne.kronenberg@sfgov.org

and

Monica Fields, Deputy Chief of Administration
Fire Department
698 Second Street
San Francisco, CA 94107
(415) 558-3411
monica.fields@sfgov.org

If to the **City of Oakland**, to:

Renee A. Domingo, Director of Emergency Services
1605 Martin Luther King Jr. Way, 2nd Floor
Oakland, CA 94612
(510) 238-3939
RADomingo@oaklandnet.com

If to the **City of San Jose**, to:

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

418 If to **Contra Costa County**, to:
419 Mike Casten, Undersheriff
420 Contra Costa County Sheriff's Office
421 651 Pine Street, 7th Floor
422 Martinez, CA 94553
423 (925) 335-1514
424 mcast@so.cccounty.us
425

426 If to **Marin County**, to:
427 Rick Navarro, Captain
428 Marin County Sheriff's Office
429 3501 Civic Center Drive #145
430 San Rafael, CA 94903
431 (415) 473-7250
432 rnavarro@marinsheriff.org
433

434 If to **Monterey County**, to:
435 Sherrie L. Collins, Emergency Services Manager
436 Office of Emergency Services
437 1322 Natividad Road
438 Salinas, CA 93906
439 (831) 796-1901
440 collinsSL@co.monterey.ca.us
441

442 If to **San Mateo County**, to:
443 Carlos G. Bolanos, Undersheriff
444 San Mateo County Sheriff's Office
445 400 County Center
446 Redwood City, CA 94063
447 (650) 599-1662
448 cbolanos@co.sanmateo.ca.us
449

450 If to **Santa Clara County**, to:
451 Emily Harrison, Deputy County Executive
452 Office of the County Executive
453 70 West Hedding, East Wing, 11th Floor
454 San Jose, CA 95110
455 (408) 299-5116
456 emily.harrison@ceo.sccgov.org
457
458
459

460 If to **Sonoma County**, to:
461 Christopher Helgren, Emergency Services Manager
462 Sonoma County Fire and Emergency Services Department
463 2300 County Center Drive, Suite 221A
464 Santa Rosa, CA 95403
465 (707) 565-1152
466 Christopher.helgren@sonoma-county.org
467

468 If to **State of California, EMA**, to:
469 Brendan Murphy, Acting Undersecretary
470 California Emergency Management Agency
471 3650 Schriever Ave.
472 Mather, CA 95655
473 (916) 322-2785
474 Brendan.murphy@calema.ca.gov
475

- 476 b. Notices shall be deemed given when received if given in person, by facsimile or
477 by electronic means (if a record of receipt is kept by the sending party showing
478 the date and time of receipt) or three (3) days following deposit in the United
479 States Mail, postage prepaid, to the addressees set forth in subsection (a) above.
480 c. Any Party may change its contact individual and/or address for notice by giving
481 written notice of the change to the other Parties and the General Manager.
482

483 The individuals executing this MOU represent and warrant that they have the legal capacity and
484 authority to do so on behalf of their respective legal entities.
485

486 The undersigned approve the terms and conditions of this MOU.
487

488 City and County of San Francisco, California

489

490 Signature: _____

491 By: _____

492 Title: _____

493

494 **City of Oakland, California**

495

496 Signature: _____

497 By: _____

498 Title: _____

499

500 **City of San Jose, California**
501 Signature: _____
502 By: _____
503 Title: _____
504

505 **Alameda County, California**

506

507 Signature: _____

508 By: _____

509 Title: _____

510

511

512 **Contra Costa County, California**

513

514 Signature: _____

515 By: _____

516 Title: _____

517

518 **Marin County, California**

519

520 Signature: _____

521 By: _____

522 Title: _____

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524 **Monterey County, California**

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526 Signature: _____

527 By: _____

528 Title: _____

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530 San Mateo County, California

531

532 Signature: _____

533 By: _____

534 Title: _____

535

536 Santa Clara County, California
537
538 Signature: _____
539 By: _____
540 Title: _____
541

542 **Sonoma County, California**

543

544 Signature: _____

545 By: _____

546 Title: _____

547