

MEMORANDUM OF UNDERSTANDING BETWEEN
CITY AND COUNTY OF SAN FRANCISCO; CITY OF OAKLAND;
CITY OF SAN JOSE; ALAMEDA COUNTY; AND SANTA CLARA COUNTY

First Amendment

This Amendment (“Amendment”) is made this **December 29, 2010**, by and between the City and County of San Francisco, the City of Oakland, the City of San Jose, the County of Alameda and the County of Santa Clara (collectively, “the Parties”).

RECITALS

WHEREAS, The Parties entered an Agreement (defined below); and

WHEREAS, The Parties wish to amend the Agreement, to extend the term for up to six months; and

WHEREAS, At its noticed public meeting on September 28, 2010, the Bay Area UASI Approval Authority voted to extend the term of the Agreement;

NOW THEREFORE, The Parties agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term Agreement shall mean the “Memorandum of Understanding between City and County of San Francisco; City of Oakland; City of San Jose; Alameda County; and Santa Clara County,” with an effective date of July 1, 2007, entered by the Parties.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Section 12, Term. Section 12 of the Agreement currently reads as follows:

This MOU shall take effect on the Effective Date as described in Section 17 below and shall extend until December 31, 2010, unless sooner terminated as provided below (“Term”).

Such section is hereby amended in its entirety to provide as follows:

This MOU shall take effect on the Effective Date as described in Section 17 below and shall extend until June 30, 2011, unless sooner terminated as provided below (“Term”). If the Parties negotiate and fully approve a successor Memorandum of Understanding before the

expiration of the Term, this MOU shall expire on final execution of the successor Memorandum of Understanding.

b. Section 19, Notices. Section 19 of the Agreement is replaced in its entirety as follows:

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

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

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

and

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

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

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

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

Teresa L. Deloach Reed, Assistant Fire Chief
170 West San Carlos Street
San Jose, CA 95113-2005
(408) 277-4444
Teresa.reed@sanjoseca.gov

If to **Alameda County**, to:

Richard T. Lucia, Undersheriff
Alameda County Sheriff's Office
1401 Lakeside Drive 12th Floor
Oakland, CA 94612
(510) 272-6868 Office
rlucia@acgov.org

If to **Santa Clara County**, to:

Kirstin Hofmann, Director
Office of Emergency Services
55 W. Younger Avenue
San Jose, CA 95110
(408) 808-7802
Kirstin.hofmann@oes.sccgov.org

If to **State of California, OES**, to:

Scott Frizzie
Director of Regional Operations
California Emergency Management Agency
3650 Schriever Ave.
Mather, CA 95655
(916) 845-8491
Scott.frizzie@calema.ca.gov

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

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

The undersigned approve the terms and conditions of this Amendment.

City and County of San Francisco, California

Signature: Anne Kronenberg

By: Anne Kronenberg

Title: DEM Executive Director

The undersigned approve the terms and conditions of this Amendment.


City of Oakland, California

Signature: _____

By: Dan Lindheim

Title: City Administrator

APPROVED AS TO FORM & LEGALITY

_____ 1/21/11
Deputy City Attorney **Date**

The undersigned approve the terms and conditions of this Amendment.

City of San Jose, California

Signature: _____

Deanna Santana

By: — Deputy City Manager

Title: _____

5/18/2011

The undersigned approve the terms and conditions of this Amendment.

Alameda County, California

Signature: Gregory J. Ahern

By: Gregory J. Ahern

Title: Sheriff

APPROVED AS TO FORM
RICHARD E. WINNIE

By Richard E. Winnie

The undersigned approve the terms and conditions of this Amendment.

Santa Clara County, California

Signature: Kristin Ryan

By: _____

Title: Director, Office of Emergency Services

Approved as to Form and Legality
King Shal BGP
Deputy County Counsel

Date 21 Jan 2011