COUNCIL AGENDA: 11-08-11
ITEM: 2.8

CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY

Memorandum

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: William McDonald
Fire Chief

SUBJECT: **SEE BELOW**

DATE: October 17, 2011

Approved

Date 10/27/11

SUBJECT: ADOPTION OF RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT THREE-YEAR MEMORANDUM OF UNDERSTANDING (UPDATED GOVERNANCE MOU) BETWEEN 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 AS PARTNERS IN THE SAN FRANCISCO BAY URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM.

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a joint three-year Memorandum of Understanding (Updated Governance MOU) between the City of Oakland, City of San José, 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 as partners in the San Francisco Bay Urban Area Security Initiative (UASI) grant program with an effective term of December 1, 2011 to December 1, 2013.

OUTCOME

Adoption of this resolution provides that San Francisco serve as fiscal agent and sub-grantee for funds distributed by Department of Homeland Security (DHS) and California Emergency Management Association to the Bay Area for UASI grant funds plus other Federal grant funds to the Bay Area Urban Area and other local jurisdictions within the Bay Area Urban Area, until further notice. This updated governance MOU will provide governance and reporting structure, financial arrangements, and procedures for application, allocation and distribution of federal Urban Areas Security Initiative (UASI) grant funds to the Bay Area Urban Area, and other federal grant funds for the Bay Area Urban jurisdictions as permitted under the MOU.

Furthermore, the City will maintain eligibility required for receiving federal DHS grant funds to assist with protecting life, property and the citizens of San José by continuing to prepare, mitigate, respond, and recover from disasters, events, and potential acts of terrorism.

BACKGROUND

In Fiscal Year 2003, DHS funding was granted to the top 30 largest urban areas, with San Francisco Urban Area receiving funding as a core city, and responsible for collaborating funding efforts with the Cities of San José, Oakland, San Francisco, and the Counties of Marin, San Mateo, Alameda, Contra Costa and Santa Clara.

In Fiscal Years 2004 and 2005, the City of San José received funding as a Core City, and Santa Clara was named as a Core County with local jurisdictions in the Operational Area being added as planning partners, in conjunction with the Counties of San Benito, Santa Cruz and Monterey.

For Fiscal Year 2006, the Cities of Oakland, San José and San Francisco received regional funding under the newly created, Bay Area UASI, (Tier 1), which was governed by an MOU agreement encompassing a three-tiered structure of governance, which included the Urban Area Working Group, an Approval Authority, and the Advisory Group.

On December 12, 2006, the MOU was approved as Resolution Number 73554, and gave authority to the City Manager to execute the MOU with the City and County of San Francisco, the City of Oakland, Alameda County, and Santa Clara County to coordinate partnership for receipt of DHS funds under the 2006 UASI grant, with San Francisco as the Fiscal Agent.

ANALYSIS

The current MOU covered the period of July 1, 2007 to December 31, 2010. On September 28, 2010, the Bay Area UASI Approval Authority voted to extend the term of the joint MOU for six months from December 31, 2010 to June 30, 2011. An ad-hoc committee was formed to draft an MOU, and consisted of 12 counties and the three core cities: San José, Oakland, and San Francisco with the County of Santa Clara as the Operational Area.

On March 8, 2011, the Council approved an amendment to extend the term of the joint MOU from December 31, 2010 to June 30, 2011, allowing Bay Area jurisdictions to continue efforts to negotiate and adopt a successor MOU. On June 14, 2011, the Council approved a second amendment to extend the MOU from June 30, 2011 to December 31, 2011. The ad-hoc committee has met numerous times to draft a document that could be presented to the UASI Approval Authority. With a recommendation from the ad-hoc committee, on April 22, 2011, the Bay Area UASI Approval Authority voted and approved a six-month extension of the joint MOU, expanding the term of the MOU from July 1, 2011 to December 31, 2011.

The current governance MOU is due to expire, and there have been key changes to the updated MOU as follows:

- San Francisco serving as fiscal agent, with procedures for alternating agents as requested.
- Approval Authority membership has expanded from six to 11 members.
- Implementation of expanded control measures for UASI management team.

EVALUATION AND FOLLOW-UP

There is no additional evaluation or follow-up required.

PUBLIC OUTREACH/INTEREST

☐ **Criterion 1:** Requires Council action on the use of public funds equal to $1 million or greater. **(Required: Website Posting)**

☐ **Criterion 2:** Adoption of a new or revised policy that may have implications for public health, safety, quality of life, or financial/economic vitality of the City. **(Required: Email and Website Posting)**

☐ **Criterion 3:** Consideration of proposed changes to service delivery, programs, staffing that may have impacts to community services and have been identified by staff, Council or a Community group that requires special outreach. **(Required: Email, Website Posting, Community Meetings, Notice in appropriate newspapers)**

This memorandum does not meet any of the above criteria; however it will be posted on the City's website as part of the November 8, 2011 Council Agenda.

COORDINATION

This memorandum was coordinated with the City Attorney's Office.

FISCAL/POLICY ALIGNMENT

This action is consistent with the following General Budget Principles:

1. Focus on protecting our vital core city services for both the short and long term duration.

2. Continue to streamline, innovate and simplify our operations so that we can deliver services at a higher quality level and with better flexibility.

CEQA

Not a project, File No. PP10-066(g) Memorandum of Understanding.

/s/
WILLIAM MCDONALD, Fire Chief

For questions, please contact Christopher Godley, Director of Emergency Services, at 277-4595.

Attachment: Bay Area UASI MOU, dated December 1, 2011.

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

This Memorandum of Understanding ("MOU") dated **DECEMBER 1, 2011**, sets forth the agreements of the **City of Oakland, City of San Jose, City and County of San Francisco, County of Alameda, County of Contra Costa, County of Marin, County of Monterey, County of San Mateo, County of Santa Clara and County of Sonoma** relating to the application for and allocation and distribution of federal Urban Areas Security Initiative ("UASI") Program grant funds and other regional grant funds.

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

A. The above named cities and counties (collectively and individually, the "Parties") are committed to regional cooperation and coordination in building and sustaining capabilities to provide the greatest capability for prevention, protection, response, and recovery from threats or acts of terrorism and other catastrophic events in the Bay Area region in accordance with grant guidelines. The Bay Area UASI includes the jurisdictions as defined by the U.S. Department of Homeland Security.

B. Beginning in 2006, the U.S. Department of Homeland Security ("DHS") utilized a "core-city, core-county" concept to determine risk and allocate grant funds. The jurisdictions in the Bay Area UASI used that same concept to establish the Bay Area UASI Approval Authority ("Approval Authority") as the Urban Area Working Group ("UAWG") for the Bay Area UASI, comprised of representatives from the Urban Area's core cities and counties. In 2008 and subsequent years, DHS used the U.S. Census-determined Metropolitan Statistical Area as a component of its risk methodology and specified that the UAWG take a regional approach to establish representation and membership.

C. In 2006, the core cities and counties of the Bay Area Urban Area – the City and County of San Francisco, the City of Oakland, the City of San Jose, the County of Alameda and the County of Santa Clara – approved a Memorandum of Understanding ("2006 MOU"), followed by a 2007 Memorandum of Understanding ("2007 MOU"), that established the objectives, governance structure, responsibilities, reporting structure, and financial agreements to be used in applying for UASI and other federal homeland security grant funding.

D. The Parties wish to update the agreement regarding the objectives, governance structure, responsibilities, reporting structure and financial arrangements used by the Bay Area UASI in applying for, allocating and distributing UASI Program grant funding, and other regional grant funds as provided in this MOU, through the term of this Agreement. Certain governance and

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

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. The Parties shall appoint members to the Approval Authority as follows:
      i. City of Oakland – one voting representative,
      ii. City of San Jose – one voting representative,
      iii. City and County of San Francisco – two voting representatives,
      iv. County of Alameda – one voting representative,
      v. County of Contra Costa – one voting representative,
      vi. County of Marin – one voting representative,
      vii. County of Monterey – one voting representative,
      viii. County of San Mateo – one voting representative,
      ix. County of Santa Clara – one voting representative,
      x. County of Sonoma – one voting representative.

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

   b. 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 all Parties and the General Manager.

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

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

   e. Attendance Requirement. If a Party fails to send a representative to 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.

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:

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.

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.

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 agreement is intended to interfere with the right of the Approval Authority to remove the General Manager from their role as the General Manager.

15. UASI Management Team.

a. In consultation with the Approval Authority, the General Manager shall select individuals for assignment to the Management Team. The members of this Team shall be employees of the Parties, and assigned to work full-time on the Management Team. The salaries of the employees assigned to serve on the Management Team shall be funded through grant funds. Nothing in this Agreement 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 employing jurisdiction is responsible for the work of employees assigned to the Management Team, and for directing and managing that work consistent with the duties determined and established by the General Manager.

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 Bylaws. The Fiscal Agent shall serve as the sub-grantee for funds granted by DHS and Cal EMA 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 the Cal EMA and 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 EMA 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 agency 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 file a performance evaluation for the General Manager based upon the evaluation completed by the Approval Authority, on an annual basis pursuant to the Human Resources Rules of the City and County of San Francisco.

17. 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.

18. 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.

19. 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 to 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.

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

21. 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 6 months from the date of the Approval Authority's action.

22. 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.

23. 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.

24. 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.

25. 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 18.

26. 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. This MOU supersedes the Memorandum of Understanding between City and County of San Francisco, City of San Jose, City of Oakland, Alameda County, and Santa Clara County, dated July 1, 2007.

27. 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.

28. 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.

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

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

If to **Marin County**, to:
Rick Navarro, Captain
Marin County Sheriff's Office
3501 Civic Center Drive #145
San Rafael, CA 94903
(415) 473-7250
rnavarro@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
Redwood City, CA 94063
(650) 599-1662
cbolanos@co.sanmateo.ca.us

If to **Santa Clara County**, to:
Emily Harrison, Deputy County Executive
Office of the County Executive
70 West Hedding, East Wing, 11th Floor
San Jose, CA 95110
(408) 299-5116
Emily.harrison@ceo.sccgov.org

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

If to **State of California, EMA**, to:
Brendan Murphy, Acting Undersecretary
California Emergency Management Agency
3650 Schriever Ave.
Mather, CA 95655
(916) 322-2785
Brendan.murphy@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 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 other Parties and 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.

City and County of San Francisco, California

Signature: _____

By: _____

Title: _____

City of Oakland, California

Signature: _____

By: _____

Title: _____

City of San Jose, California

Signature: _____

By: _____

Title:_____

Alameda County, California

Signature: _____

By: _____

Title: _____

Contra Costa County, California

Signature: _____

By: _____

Title: _____

Marin County, California

Signature: _____

By: _____

Title: _____

Monterey County, California

Signature: _____

By: _____

Title: _____

San Mateo County, California

Signature: _____

By: _____

Title: _____

Santa Clara County, California

Signature: _____

By: _____

Title: _____

Sonoma County, California

Signature: _____

By: _____

Title: _____