1		MEMORANDUM OF UNDERSTANDING				
2		BETWEEN				
3		y 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 9		s Memorandum of Understanding ("MOU") dated <b>DECEMBER 1, 2011</b> , sets forth the agreements the <b>City of Oakland, City of San Jose, City and County of San Francisco, County of Alameda,</b>				
10		unty of Contra Costa, County of Marin, County of Monterey, County of San Mateo, County of				
11		<b>Ita Clara and County of Sonoma</b> relating to the application for and allocation and distribution of				
12 13	fed	eral Urban Areas Security Initiative ("UASI") Program grant funds and other regional grant funds.				
14 15		This MOU is made with reference to the following facts and circumstances:				
16 17	Α.	The above named cities and counties (collectively and individually, the "Parties") are 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-				
25 24	D.	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	П	The Parties wish to update the agreement regarding the objectives, governance structure,				
40	υ.	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 cl	hanges are taken from the 2006 MOU and 2007 MOU, to ensure that the Agreements
44	is consiste	ent with grant program requirements.
45		
46	ACCO	RDINGLY, the Parties agree as follows:
47		
48	1. <u>Ba</u>	ay 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	se	t forth below.
51	_	Manuch and in the Deuties shall an exist mean here to the America of Authority of
52 53	a.	<u>Membership</u> . The Parties shall appoint members to the Approval Authority as follows:
55		i. City of Oakland – one voting representative,
54 55		ii. City of San Jose – one voting representative,
55		iii. City and County of San Francisco – two voting representatives,
50 57		iv. County of Alameda – one voting representative,
57		
58 59		<ul> <li>v. County of Contra Costa – one voting representative,</li> <li>vi. County of Marin – one voting representative,</li> </ul>
60		<ul> <li>vi. County of Marin – one voting representative,</li> <li>vii. County of Monterey – one voting representative,</li> </ul>
60 61		
62		
63		<ul> <li>ix. County of Santa Clara – one voting representative,</li> <li>x. County of Sonoma – one voting representative.</li> </ul>
64		x. County of Sonoma – one voting representative.
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		non-voting member to the Approval Authority in an advisory capacity.
68	h	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.
84		

85	f.	<u>Purpose</u> . The purpose of the Approval Authority is to provide effective direction and
86		governance for grant programs under the jurisdiction of the Approval Authority, and
87		to coordinate a regional approach to prevention, protection, response and recovery
88		to homeland security threats in accordance with DHS grant guidelines. To the
89		extent consistent with grant program requirements, the Approval Authority shall:
90		
91		i. Approve the UASI region homeland security strategy, which shall determine
92		the focus of the Bay Area UASI program.
93		ii. Adopt a regional risk management framework to administer the UASI
94		Homeland Security Grant Program, and related grants, consistent with the
95		grant guidelines and direction provided by the U.S. Department of Homeland
96		Security (DHS) and the California Emergency Management Agency (Cal EMA).
97		iii. Approve grant allocation methodologies.
98		iv. Approve all UASI Program and related grant applications.
99		v. Approve allocation and distribution of grant funds under the jurisdiction of the
100		Approval Authority.
101		vi. Approve an annual budget for the Bay Area UASI Management Team, based
102		on a July 1 – June 30 Fiscal Year.
103		vii. Approve the establishment, purpose, and membership of any advisory bodies
104		whose purpose is to advise the Approval Authority.
105		
106	g.	Representatives Roles and Responsibilities. Each Approval Authority representative
107		shall:
108		
109		i. Be prepared for and attend all Approval Authority meetings, and
110		ii. Communicate with his or her jurisdiction's management staff and
111		stakeholders about the discussions and decisions of the Approval Authority,
112		as permitted by law.
113		
114	h.	Urban Area Working Group (UAWG). The Approval Authority shall constitute the
115		primary UAWG for the UASI region, with support from the UASI General Manager
116		and UASI Management Team.
117		
118	i.	Other Federal Grants. The Approval Authority may decide to apply the agreements,
119		structures, processes and mechanisms specified in this MOU in applying for,
120		allocating and distributing other types of federal grant funding for the Bay Area UASI
121		region. Any such decision shall be by 2/3 vote of the Approval Authority and may
122		include a special designation of an alternative fiscal agent.
123		
124	j.	Voting. The Approval Authority shall vote according to the following procedures:
125		

126		i. All votes of the Approval Authority shall require a majority vote for passage of
127		any item, unless a higher threshold is specified in this MOU or set by the
128		Approval Authority in its By-Laws.
129		ii. Each representative shall have one vote.
130		iii. Each representative present at a meeting shall vote "yes" or "no" when a
131		question is put, unless excused from voting by a motion adopted by a majority
132		of the members.
133		iv. Approval Authority representatives shall disclose any conflict of interest
134		involved in their voting on an item, and shall, if necessary, request to be
135		excused from the vote on that item.
136		
137		k. <u>Quorum</u> . A quorum shall consist of the majority of the representatives on the
138		Approval Authority. A quorum is six members. The Approval Authority may not
139		meet or conduct official business in the absence of a quorum.
140		
141	2.	City and County of San Francisco Obligations. During the term of this MOU, San
142		Francisco will provide the following services to the Approval Authority:
143		
144		a. Designate 2 primary representatives and 2 alternates as full voting members of the
145		Approval Authority.
146		b. Serve as the UASI region point of contact with the U.S. Department of Homeland
147		Security (DHS) and California Emergency Management Agency (Cal EMA) in
148		connection with grants under the jurisdiction of the Approval Authority.
149		c. Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval
150		Authority during the term of this MOU, notwithstanding that another Jurisdiction
151		may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent
152		pursuant to the process determined in the Bylaws.
153		
154	3.	City of Oakland Obligations. During the term of this MOU, Oakland shall designate 1
155		primary individual and 1 alternate as a full voting member of the Approval Authority.
156		
157	4.	<u>City of San Jose Obligations</u> . During the term of this MOU, San Jose shall designate 1
158		primary individual and 1 alternate as a full voting member of the Approval Authority.
159		
160	5.	Alameda County Obligations. During the term of this MOU, Alameda County shall
161		designate 1 primary individual and 1 alternate as a full voting member of the Approval
162		Authority.
163		
164	6.	Santa Clara County Obligations: During the term of this MOU, Santa Clara County shall
165		designate 1 primary individual and 1 alternate as a full voting member of the Approval
166		Authority.
167		

168 169 170 171	<u>Contra Costa County Obligations</u> . 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.
	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.
175 176 177 178	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.
179 180 181 182	<u>Sonoma County Obligations</u> : 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.
183 184 185 186	<u>Monterey County Obligations:</u> 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.
187 188 189 190 191 192 193 194 195 196	<ul> <li>Obligations of All Parties. All Parties shall:</li> <li>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.</li> <li>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.</li> </ul>
197	<u>California Emergency Management Agency</u> : 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.
202 203 204 205 206 207 208 209	<ul> <li><u>General Manager</u>.</li> <li>a. The Approval Authority shall establish the minimum qualifications for the General Manager position, and may establish desired and preferred qualifications.</li> <li>b. The Approval Authority shall select a General Manager.</li> <li>c. The General Manager shall be an employee or contractor of the Fiscal Agent.</li> <li>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.</li> </ul>

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	5. <u>U</u>	ASI 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	5. <u>G</u>	rants and Contracts Awarded for UASI Grant-Funded Projects. On behalf of, and by a
237		V	ote of the Approval Authority, the Fiscal Agent may apply for federal grant funding for
238		tł	ne UASI region. All grants and contracts awarded using UASI Program grant funds
239		re	eceived by the UASI region shall conform to all applicable federal and state grant and
240		C	ontracting requirements.
241			
242		a.	
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

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252 253		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
253		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
255		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,
233		the machininging party, including, without inflitation, 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 <b>December 1, 2011</b> and shall
322	remain in effect until <b>December 1, 2013</b> , unless sooner terminated as provided below
323	("Term").
324	
325	21. Termination.
326	E. <u>remindion</u>
327	a. Any Party may terminate its participation in this MOU by providing 30-days advance
327	written notice of its termination to all Parties and the General Manager. That Party
328	shall fulfill any grant-related or contractual obligations to the Fiscal Agent. This MOU
329	shall continue in effect between the remaining Parties.
331	b. The Approval Authority may terminate any Party's participation in this MOU by a
331	two-thirds vote, due to failure of the Party to meet the membership eligibility
332	requirements under Section 1 of this MOU. A party whose membership in the MOU
333 334	is terminated must still fulfill any grant-related or contractual obligations to the
334 335	Fiscal Agent.

336 337 338 339 340		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.
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.	<u>Modification</u> . 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.	<u>Cooperative Drafting</u> . 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.	<u>Complete Agreement</u> . 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.	<u>Severability</u> . 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	20	Constants The MOULTER he constants
374	28.	<u>Counterparts</u> . 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.
376		

377	29. <u>Notice</u> .
378	
379	a. Any notices required hereunder shall be given as follows:
380	
381	If to the <b>City and County of San Francisco</b> , to:
382	Anne Kronenberg, Executive Director
383	Department of Emergency Management
384	1011 Turk Street
385	San Francisco, CA 94102
386	(415) 558-3800
387	Anne.kronenberg@sfgov.org
388	and
389	Monica Fields, Deputy Chief of Administration
390	Fire Department
391	698 Second Street
392	San Francisco, CA 94107
393	(415) 558-3411
394	monica.fields@sfgov.org
395	
396	If to the <b>City of Oakland</b> , to:
397	Renee A. Domingo, Director of Emergency Services
398	1605 Martin Luther King Jr. Way, 2nd Floor
399	Oakland, CA 94612
400	(510) 238-3939
401	RADomingo@oaklandnet.com
402	
403	If to the <b>City of San Jose</b> , to:
404	Christopher A. Godley, CEM, Director of Emergency Services
405	855 North San Pedro Street, #404
406	San José, CA 95110-1718
407	(408) 277-4595
408	Christopher.godley@sanjoseca.gov
409	
410	If to Alameda County, to:
411	Richard T. Lucia, Undersheriff
412	Alameda County Sheriff's Office
413	1401 Lakeside Drive 12th Floor
414	Oakland, CA 94612
415	(510) 272-6868 Office
416	rlucia@acgov.org
417	

110	If to Contro Costo County to
418 419	If to <b>Contra Costa County</b> , to: Mike Casten, Undersheriff
419	Contra Costa County Sheriff's Office
420	651 Pine Street, 7 <sup>th</sup> Floor
421	Martinez, CA 94553
422	(925) 335-1514
423 424	mcast@so.cccounty.us
424	Incast@s0.cccounty.us
425 426	If to <b>Marin County</b> , to:
420	Rick Navarro, Captain
427	Marin County Sheriff's Office
428 429	3501 Civic Center Drive #145
429 430	
	San Rafael, CA 94903
431	(415) 473-7250
432	rnavarro@marinsheriff.org
433	If to Menterey County to
434	If to <b>Monterey County</b> , 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 <b>Santa Clara County</b> , to:
451	Emily Harrison, Deputy County Executive
452	Office of the County Executive
453	70 West Hedding, East Wing, 11 <sup>th</sup> Floor
454	San Jose, CA 95110
455	(408) 299-5116
456	Emily.harrison@ceo.sccgov.org
457	
458	
459	

460	If to <b>Sonoma County</b> , 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 <b>State of California, EMA</b> , 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	Ву:
492	Title:
493	

494	City of Oakland, California
495	
496	Signature:
497	Ву:
498	Title:
499	

500 City of San Jose, California	500	City o	f San	Jose,	California
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501	Signature:
502	Ву:
503	Title:
504	

505	Alameda County, California
506	
507	Signature:
508	Ву:
509	Title:
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## 512 Contra Costa County, California

513	
514	Signature:
515	Ву:
516	Title:
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518	Marin County, California
519	
520	Signature:
521	Ву:
522	Title:
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524	Monterey County, California
525	
526	Signature:
527	Ву:
528	Title:
529	

530	San Mateo County, California
531	

- 532 Signature: \_\_\_\_\_ 533
- By: \_\_\_\_\_\_ Title: \_\_\_\_\_ 534
- 535

536	Santa Clara County, California
F 2 7	

537		
538	Signature:	 
539	Ву:	_
540	Title:	 _
541		

## 542 Sonoma County, California

543	
544	Signature:
545	Ву:
546	Title:
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