

2011 DEC -1 PM 6:08 **CITY OF OAKLAND**  
**AGENDA REPORT**

**TO:** Office of the City Administrator  
**ATTN:** Deanna J. Santana  
**FROM:** Mark Hoffmann, Interim Fire Chief  
**DATE:** December 13, 2011  
**RE:** A Resolution Authorizing the City Administrator or Her Designee to Enter Into A Memorandum of Understanding To Expand The Urban Area Security Initiative (UASI) Approval Authority To Include The Following Jurisdictions: City of Oakland, City of San Jose, City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Monterey, San Mateo, Santa Clara and Sonoma, Which Will Provide Overall Governance Of the UASI Grant Program, As Well As Other Grant Programs, Under The Jurisdiction Of The Approval Authority Across The Bay Area Region Effective December 1, 2011 to December 1, 2013

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**SUMMARY**

The current Bay Area Urban Area Security Initiative (UASI) Approval Authority Board members, which include the City of Oakland, City of San Jose, City and County of San Francisco, Alameda County and Santa Clara County determined over the last 12 months the need to expand the Board to includes all key jurisdictions as defined by the current U.S. Department of Homeland Security guidelines. Based upon this thoughtful analysis and much consideration, it was determined that the Counties of Contra Costa, Marin, Monterey, San Mateo and Sonoma would be added to the current Board make-up.

Therefore, effective December 1, 2011, the City of Oakland, City of San Jose, City and County of San Francisco, Counties of Alameda, Contra Costa, Marin, Monterey, San Mateo, Santa Clara and Sonoma will now comprise the Bay Area UASI Approval Authority Board and enter into a Memorandum of Understanding that will continue until December 1, 2013.

These jurisdictions are committed to regional cooperation and coordination in building and sustaining the greatest capabilities for prevention, protection, response, and recovery from threats or acts of terrorism and other catastrophic events in the Bay Area region in accordance with Federal Homeland Security grant guidelines.

Staff has prepared a report and resolution for the new Memorandum of Understanding for the Bay Area UASI Approval Authority and requests that the City Council accept the report and

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approve a resolution authorizing the City Administrator or her designee to enter into a Memorandum of Understanding to expand the Urban Area Security Initiative (UASI) Approval Authority to include the following jurisdictions: City of Oakland, City of San Jose, City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Monterey, San Mateo, Santa Clara and Sonoma, which will provide overall governance of the UASI grant program, as well as other grant programs, under the jurisdiction of the Approval Authority across the Bay Area Region effective December 1, 2011 to December 1, 2013.

## **FISCAL IMPACT**

UASI grant awards provide for fully reimbursable grant funding for enhancing Homeland Security capabilities within the Bay Area Region. Since the inception of the Bay Area UASI Regional program the only costs home to grant recipients was an agreement to request the waiving of Central Service Overhead costs which have generally been minimal in comparison to the grant awards received by the City of Oakland. On average, the central service overhead (CSO) costs have ranged from less than 1% to 5% depending upon the size of the grant award with the smallest grant funding received at \$1.7 million and the largest awards in excess of \$7.6 million dollars with the highest CSO costs amounting to approximately \$101,000. The return on investment has ranged from 10 to 1 and has been as high as 76 to 1. There is a minimal fiscal impact to the General Fund.

There are no matching funds required of grant recipients at this time. While this action does not result in a specific allocation of grant funds to the City of Oakland, it will allow the City of Oakland to participate in a process that will permit the City to pursue grant fund requests that will be brought to City Council for approval in the future.

## **BACKGROUND**

The U.S. Department of Homeland Security, Office of Grants and Training, provides financial assistance to selected urban areas through the Urban Area Security Initiative (UASI) grants. This grant program offers funding to address the unique equipment, training, planning, and exercise needs of large, high-threat urban areas. Program activities must involve coordination by the identified core cities, core counties and the respective State Administrative Agency. This aid provides the assistance necessary to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for the selected areas.

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

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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 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. In 2008 and subsequent years, DHS used 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.

Therefore, the current Approval Authority Board members established under the 2006 and 2007 Memorandums of Understanding, wish to update the agreement regarding the objectives, and to expand the current 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 the Agreement.

## KEY ISSUES AND IMPACTS

The State of California’s Office of Homeland Security, the agency who administers the grant, requires that the agencies comprising the Approval Authority enter into a Memorandum of Understanding that governs the distribution of Bay Area Super UASI grant funds in order to finalize the award process. A Memorandum of Understanding (MOU) has been prepared and agreed upon by all parties (*Attachment A*).

## POLICY DESCRIPTION

This resolution will authorize the City Administrator to agree to the grant distribution processes developed jointly by the Bay Area grant recipient agencies for the Fiscal Year 2012 and Fiscal Year 2013 UASI grant funds and to meet the documentation requirements of the State of California’s Office of Homeland Security for the grant.

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### **SUSTAINABLE OPPORTUNITIES**

The MOU allows the Approval Authority to oversee grant projects that will provide potential for sustainable economic and environmental opportunities for the City of Oakland and the Region.

### **DISABILITY AND SENIOR CITIZEN ACCESS**

The MOU also allows the Approval Authority the ability to oversee the numerous grant projects that will provide benefits to emergency preparedness efforts that better serve seniors, persons with disabilities, and other special needs populations.

### **RECOMMENDATION AND RATIONALE**

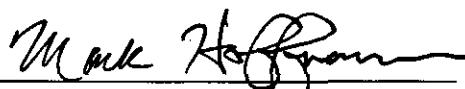
It is recommended that the City Administrator or her designee be authorized to enter into the Memorandum of Understanding with the entities who make up the expanded Approval Authority Board.

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## ACTION REQUESTED OF THE CITY COUNCIL

It is requested that the City Council accept the report and approve a resolution authorizing the City Administrator or her designee to enter into a Memorandum of Understanding to expand the Urban Area Security Initiative (UASI) Approval Authority to include the following jurisdictions: City of Oakland, City of San Jose, City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Monterey, San Mateo, Santa Clara and Sonoma, which will provide overall governance of the UASI grant program, as well as other grant programs, under the jurisdiction of the Approval Authority across the Bay Area Urban Area effective December 1, 2011 through December 1, 2013.

Respectfully submitted,

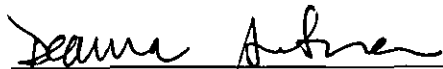


Mark Hoffmann, Interim Fire Chief  
Oakland Fire Department

Reviewed by:  
Anne Campbell Washington, Chief of Staff  
Oakland Fire Department

Prepared by:  
Renee A. Domingo, Director  
Emergency Services/Homeland Security  
Approval Authority Member

APPROVED AND FORWARDED TO THE  
PUBLIC SAFETY COMMITTEE:



Office of the City Administrator

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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 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

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 a. Membership. The Parties shall appoint members to the Approval Authority as  
52 follows:  
53  
54
    - 55 b. Selection of Representatives. Each Party is responsible for selecting primary and  
56 alternate representatives to the Approval Authority. Each Party shall select its own  
57 representatives. Each Party shall designate its representatives, and may change a  
58 representative designation, by written notice as specified under this MOU, to all  
59 Parties and the General Manager.  
60
    - 61 c. Membership Eligibility Requirements. Each Party must be willing and legally able to  
62 accept and manage federal homeland security grant funds.  
63  
64
    - 65 d. Authority of Representatives. Each Party’s primary and alternate representatives  
66 shall be authorized to take action for and speak on behalf of the Party.  
67
    - 68 e. Attendance Requirement. If a Party fails to send a representative to two or more  
69 Approval Authority meetings in a calendar year, the Approval Authority may remove  
70 that Party as a member of the Approval Authority by a two-thirds vote. In the event  
71 of such a vote, the party in question will not be eligible to vote on said issue.  
72
    - 73 f. Purpose. The purpose of the Approval Authority is to provide effective direction and  
74 governance for grant programs under the jurisdiction of the Approval Authority, and  
75 to coordinate a regional approach to prevention, protection, response and recovery  
76 to homeland security threats in accordance with DHS grant guidelines. To the  
77 extent consistent with grant program requirements, the Approval Authority shall:
      - 78 i. Approve the UASI region homeland security strategy, which shall determine  
79 the focus of the Bay Area UASI program.
      - 80 ii. Adopt a regional risk management framework to administer the UASI  
81 Homeland Security Grant Program, and related grants, consistent with the  
82 grant guidelines and direction provided by the U.S. Department of Homeland  
83 Security (DHS) and the California Emergency Management Agency (Cal EMA).  
84

- 85                   iii. Approve grant allocation methodologies.
- 86                   iv. Approve all UASI Program and related grant applications.
- 87                   v. Approve allocation and distribution of grant funds under the jurisdiction of the
- 88                   Approval Authority.
- 89                   vi. Approve an annual budget for the Bay Area UASI Management Team, based
- 90                   on a July 1 – June 30 Fiscal Year.
- 91                   vii. Approve the establishment, purpose, and membership of any advisory bodies
- 92                   whose purpose is to advise the Approval Authority.
- 93
- 94                   g. Representatives Roles and Responsibilities. Each Approval Authority representative
- 95                   shall: Be prepared for and attend all Approval Authority meetings.
- 96                   i. Communicate with his or her jurisdiction’s management staff and stakeholders
- 97                   about the discussions and decisions of the Approval Authority, as permitted by
- 98                   law.
- 99
- 100                  h. Urban Area Working Group (UAWG). The Approval Authority shall constitute the
- 101                  primary UAWG for the UASI region, with support from the UASI General Manager
- 102                  and UASI Management Team.
- 103
- 104                  i. Other Federal Grants. The Approval Authority may decide to apply the agreements,
- 105                  structures, processes and mechanisms specified in this MOU in applying for,
- 106                  allocating and distributing other types of federal grant funding for the Bay Area UASI
- 107                  region. Any such decision shall be by 2/3 vote of the Approval Authority and may
- 108                  include a special designation of an alternative fiscal agent.
- 109
- 110                  j. Voting. The Approval Authority shall vote according to the following procedures:
- 111                  i. All votes of the Approval Authority shall require a majority vote for passage of
- 112                  any item, unless a higher threshold is specified in this MOU or set by the
- 113                  Approval Authority in its By-Laws.
- 114                  ii. Each representative shall have one vote.
- 115                  iii. Each representative present at a meeting shall vote “yes” or “no” when a
- 116                  question is put, unless excused from voting by a motion adopted by a majority
- 117                  of the members.
- 118                  iv. Approval Authority representatives shall disclose any conflict of interest
- 119                  involved in their voting on an item, and shall, if necessary, request to be
- 120                  excused from the vote on that item.
- 121
- 122                  k. Quorum. A quorum shall consist of the majority of the representatives on the
- 123                  Approval Authority. A quorum is six members. The Approval Authority may not
- 124                  meet or conduct official business in the absence of a quorum.
- 125



- 126 2. City and County of San Francisco Obligations. During the term of this MOU, San  
127 Francisco will provide the following services to the Approval Authority:  
128 a. Designate 2 primary representatives and 2 alternates as full voting members of the  
129 Approval Authority.  
130 b. Serve as the UASI region point of contact with the U.S. Department of Homeland  
131 Security (DHS) and California Emergency Management Agency (Cal EMA) in  
132 connection with grants under the jurisdiction of the Approval Authority.  
133 c. Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval  
134 Authority during the term of this MOU, notwithstanding that another Jurisdiction  
135 may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent  
136 pursuant to the process determined in the Bylaws.  
137
- 138 3. City of Oakland Obligations. During the term of this MOU, Oakland shall designate 1  
139 primary individual and 1 alternate as a full voting member of the Approval Authority.  
140
- 141 4. City of San Jose Obligations. During the term of this MOU, San Jose shall designate 1  
142 primary individual and 1 alternate as a full voting member of the Approval Authority.  
143
- 144 5. Alameda County Obligations. During the term of this MOU, Alameda County shall  
145 designate 1 primary individual and 1 alternate as a full voting member of the Approval  
146 Authority.  
147
- 148 6. Santa Clara County Obligations: During the term of this MOU, Santa Clara County shall  
149 designate 1 primary individual and 1 alternate as a full voting member of the Approval  
150 Authority.  
151
- 152 7. Contra Costa County Obligations. During the term of this MOU, Contra Costa County  
153 shall designate 1 primary individual and 1 alternate as a full voting member of the  
154 Approval Authority.  
155
- 156 8. Marin County Obligations: During the term of this MOU, Marin County shall designate 1  
157 primary individual and 1 alternate as a full voting member of the Approval Authority.  
158
- 159 9. San Mateo County Obligations: During the term of this MOU, San Mateo County shall  
160 designate 1 primary individual and 1 alternate as a full voting member of the Approval  
161 Authority.  
162
- 163 10. Sonoma County Obligations: During the term of this MOU, Sonoma County shall  
164 designate 1 primary individual and 1 alternate as a full voting member of the Approval  
165 Authority.  
166

- 167 11. Monterey County Obligations: During the term of this MOU, Monterey County shall  
168 designate 1 primary individual and 1 alternate as a full voting member of the Approval  
169 Authority.  
170
- 171 12. Obligations of All Parties. All Parties shall:  
172 a. Participate in the implementation of regional projects and initiatives within the Bay  
173 Area Urban Area that are consistent with the mission and decisions of the Approval  
174 Authority, including participation in the Risk and Capability Assessment process on  
175 an annual basis.  
176 b. Provide personnel with subject-matter expertise to participate on any advisory  
177 groups or working groups established by the Approval Authority and/or the General  
178 Manager. Such personnel shall be authorized to take action for and speak on behalf  
179 of the Party.  
180
- 181 13. California Emergency Management Agency: During the term of this MOU,  
182 CALEMA will designate 1 individual to serve in an advisory capacity and to ensure  
183 consistency in strategies and initiatives that support homeland security programs.  
184
- 185 14. General Manager.  
186 a. The Approval Authority shall establish the minimum qualifications for the General  
187 Manager position, and may establish desired and preferred qualifications.  
188 b. The Approval Authority shall select a General Manager.  
189 c. The General Manager shall be an employee or contractor of the Fiscal Agent.  
190 d. While the City and County of San Francisco is the Fiscal Agent, the General Manager  
191 will be an employee of San Francisco, not a contractor.  
192 e. The employing jurisdiction is responsible for the work of the General Manager, and  
193 for directing and managing that work consistent with the duties determined and  
194 established by the Approval Authority. Nothing in this Agreement is intended to  
195 interfere with the right of the employing jurisdiction to take employment action  
196 regarding the employee assigned as General Manager, including but not limited to  
197 imposing discipline up to and including termination of employment.  
198 f. The individual selected by the Approval Authority shall be assigned to work full-time  
199 as the General Manager. The General Manager position shall be funded through  
200 grant funds.  
201 g. Nothing in this agreement is intended to interfere with the right of the Approval  
202 Authority to remove the General Manager from their role as the General Manager.  
203
- 204 15. UASI Management Team.  
205 a. In consultation with the Approval Authority, the General Manager shall select  
206 individuals for assignment to the Management Team. The members of this Team  
207 shall be employees of the Parties, and assigned to work full-time on the  
208 Management Team. The salaries of the employees assigned to serve on the

- 209 Management Team shall be funded through grant funds. Nothing in this Agreement  
210 is intended to interfere with the right of an employing jurisdiction to take  
211 employment action regarding an employee assigned to the Management Team,  
212 including but not limited to imposing discipline up to and including termination of  
213 employment.
- 214 b. The employing jurisdiction is responsible for the work of employees assigned to the  
215 Management Team, and for directing and managing that work consistent with the  
216 duties determined and established by the General Manager.  
217
- 218 16. Grants and Contracts Awarded for UASI Grant-Funded Projects. On behalf of, and by a  
219 vote of the Approval Authority, the Fiscal Agent may apply for federal grant funding for  
220 the UASI region. All grants and contracts awarded using UASI Program grant funds  
221 received by the UASI region shall conform to all applicable federal and state grant and  
222 contracting requirements.  
223
- 224 a. Fiscal Agent. The City and County of San Francisco shall be the Fiscal Agent for the  
225 Bay Area UASI, notwithstanding that another Jurisdiction may indicate its desire to  
226 become the Fiscal Agent and may become the Fiscal Agent pursuant to the process  
227 determined in the Bylaws. The Fiscal Agent shall serve as the sub-grantee for funds  
228 granted by DHS and Cal EMA to the Bay Area Urban Area. The Fiscal Agent shall  
229 provide all financial services and establish procedures and execute sub recipient  
230 agreements for the distribution of grant funds to jurisdictions selected by the  
231 Approval Authority to receive grant funds. The Parties understand that until the  
232 Fiscal Agent and a sub recipient jurisdiction fully and finally execute a sub recipient  
233 agreement, the Fiscal Agent shall have no obligation to disburse grant funds to that  
234 jurisdiction. The Parties acknowledge and agree that grant decisions are subject to  
235 the discretion and decision-making of the Cal EMA and Approval Authority. A Party  
236 or other sub recipient jurisdiction that takes any action, informal or formal, to  
237 appropriate, encumber or expend Grant Funds before final allocation decisions by  
238 Cal EMA and the Approval Authority, and before a sub recipient agreement is fully  
239 and finally executed with the Fiscal Agent, assumes all risk of possible non-allocation  
240 or non-reimbursement of funds.
- 241 b. All requests for funding or reimbursement from the Fiscal Agent shall meet any  
242 guidelines and requirements established by the Fiscal Agent. The guidelines may  
243 include requirements for record keeping, internal audits, signature authority for  
244 approval of reimbursement requests, submission of financial reports, and  
245 compliance with professional accounting standards. The Fiscal Agent may recover  
246 eligible costs for legal, financial, and other services through the grants administered  
247 by the Fiscal Agent.
- 248 c. A member agency who is a signatory to this Memorandum of Understanding and  
249 who has met all the requirements to hold a seat on the Approval Authority may  
250 request to be considered by the remaining members of the Approval Authority to

251 assume the role of Fiscal Agent at any time during the term of this Memorandum of  
252 Understanding. The Approval Authority shall consider the application, along with  
253 any applications of other members, according to the process contained in the By-  
254 Laws.

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

259

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

265

266 18. Indemnification. In lieu of and notwithstanding the pro rata risk allocation that might  
267 otherwise be imposed between the Parties pursuant to Government Code Section  
268 895.6, the Parties agree that all Losses (as defined below) incurred by a Party in  
269 connection with this MOU or the activities contemplated by this MOU shall not be  
270 shared pro rata but instead the Parties agree that pursuant to Government Code Section  
271 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties,  
272 including, without limitation, their officers, board members, employees and agents,  
273 harmless from any Losses imposed for injury (as defined by Government Code Section  
274 810.8) arising in connection with the negligent acts or omissions or willful misconduct of  
275 the indemnifying party, including, without limitation, its officers, board members,  
276 employees or agents, under or in connection with or arising out of any work, authority  
277 or jurisdiction delegated to such Party under this Agreement. No Party, including,  
278 without limitation, any officer, board member, employee or agent thereof, shall be  
279 responsible for any Losses occurring by reason of the negligent acts or omissions or  
280 willful misconduct of other Parties hereto, including, without limitation, their officers,  
281 board members, employees or agents, under or in connection with or arising out of any  
282 work, authority or jurisdiction delegated to such other Parties under this Agreement.  
283 For purposes of this Section, Losses shall mean any and all claims, demands, losses,  
284 liabilities, damages (including foreseeable and unforeseeable consequential damages to  
285 the extent arising from third party claims), liens, obligations, interest, injuries, penalties,  
286 fines, lawsuits and other proceedings, judgments and awards and costs and expenses  
287 (including, without limitation, reasonable attorneys' fees and costs, and consultants'  
288 fees and costs) of whatever kind or nature, known or unknown, contingent or  
289 otherwise.

290

291 19. Conflicts of Interest. If and when a Party identifies an actual or potential conflict of  
292 interest among one or more of the Parties, that Party shall send written notification to

293 all Parties. The Party with the actual or potential conflict shall respond to the notice  
294 within three business days. The response shall indicate whether the Party agrees or  
295 disagrees that a conflict exists. If the Party agrees, that Party may take appropriate  
296 action to cure the conflict, if possible, and shall describe its corrective actions in its  
297 response. If a Party disagrees, or cannot to cure an actual conflict, the Approval  
298 Authority shall meet on the conflict within not less than 30 calendar days of the initial  
299 notice, in an effort to resolve the conflict. The Approval Authority shall schedule a  
300 special meeting if necessary to meet this timeline. All notices under this section shall be  
301 provided under Section 28, Notices.  
302

303 20. Effective Date and Term. This MOU shall take effect on the December 1, 2011 and shall  
304 remain in effect until December 1, 2013-, unless sooner terminated as provided below  
305 (“Term”).  
306

307 21. Termination.

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

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

317 c. The Approval Authority may terminate this MOU at any time, for convenience and  
318 without cause, by unanimous vote. Any such action of the Approval Authority shall  
319 specify the date on which the termination shall be effective, which date shall be at  
320 least 6 months from the date of the Approval Authority’s action.  
321

322 22. Jurisdiction and Venue. The laws of the State of California shall govern the  
323 interpretation and performance of this MOU. Venue for any litigation relating to the  
324 formation, interpretation or performance of this MOU shall be in San Francisco, CA.  
325

326 23. Modification. This MOU may not be modified, nor may compliance with any of its terms  
327 be waived, except by written instrument executed and approved in the same manner as  
328 this MOU.

329 24. Cooperative Drafting. This MOU has been drafted through a cooperative effort of the  
330 Parties, and all Parties have had an opportunity to have the MOU reviewed and revised  
331 by legal counsel. No Party shall be considered the drafter of this MOU, and no  
332 presumption or rule that an ambiguity shall be construed against the Party drafting the  
333 clause shall apply to the interpretation or enforcement of this MOU.  
334

- 335 25. Survival of Terms. The obligations of the Parties and the terms of the following  
336 provisions of this Agreement shall survive and continue following expiration or  
337 termination of this Agreement: Section 17.  
338
- 339 26. Complete Agreement. This is a complete agreement and supersedes any prior oral or  
340 written agreements of the Parties regarding the subject matter of this MOU, including  
341 but not limited to the process for applying for and distributing grant funding for the  
342 Bay Area Urban Area. This MOU supersedes the Memorandum of Understanding  
343 between City and County of San Francisco, City of San Jose, City of Oakland, Alameda  
344 County, and Santa Clara County, dated July 1, 2007.  
345
- 346 27. Severability. Should the application of any provision of this MOU to any particular facts  
347 or circumstances be found by a court of competent jurisdiction to be invalid or  
348 unenforceable, then (a) the validity of other provisions of this MOU shall not be  
349 affected or impaired thereby, and (b) such provision shall be enforced to the maximum  
350 extent possible so as to effect the intent of the Parties and shall be reformed without  
351 further action by the Parties to the extent necessary to make such provision valid and  
352 enforceable.  
353
- 354 28. Counterparts. This MOU may be executed in several counterparts, each of which is an  
355 original and all of which constitutes but one and the same instrument.  
356
- 357 29. Notice.
- 358 a. Any notices required hereunder shall be given as follows:  
359
- 360 If to the City and County of San Francisco, to:  
361 Anne Kronenberg, Executive Director  
362 Department of Emergency Management  
363 1011 Turk Street  
364 San Francisco, CA 94102  
365 (415) 558-3800  
366 Anne.kronenberg@sfgov.org  
367
- 368 and  
369 Monica Fields, Deputy Chief of Administration  
370 Fire Department  
371 698 Second Street  
372 San Francisco, CA 94107  
373 (415) 558-3411  
374 monica.fields@sfgov.org  
375

376 If to the City of Oakland, to:  
377 Renee A. Domingo, Director of Emergency Services  
378 1605 Martin Luther King Jr. Way, 2nd Floor  
379 Oakland, CA 94612  
380 (510) 238-3939  
381 RADomingo@oaklandnet.com  
382  
383 If to the City of San Jose, to:  
384 Christopher A. Godley, CEM, Director of Emergency Services  
385 855 North San Pedro Street, #404  
386 San José, CA 95110-1718  
387 (408) 277-4595  
388 Christopher.godley@sanjoseca.gov  
389  
390 If to Alameda County, to:  
391 Richard T. Lucia, Undersheriff  
392 Alameda County Sheriff's Office  
393 1401 Lakeside Drive 12th Floor  
394 Oakland, CA 94612  
395 (510) 272-6868 Office  
396 rlucia@acgov.org  
397  
398 If to Contra Costa County, to:  
399 Mike Casten, Undersheriff  
400 Contra Costa County Sheriff's Office  
401 651 Pine Street, 7<sup>th</sup> Floor  
402 Martinez, CA 94553  
403 (925) 335-1514  
404 mcast@so.cccounty.us  
405  
406 If to Marin County, to:  
407 Rick Navarro, Captain  
408 Marin County Sheriff's Office  
409 3501 Civic Center Drive #145  
410 San Rafael, CA 94903  
411 (415) 473-7250  
412 rnavarro@marinsheriff.org  
413  
414  
415  
416  
417

418  
419 If to Monterey County, to:  
420 Sherrie L. Collins, Emergency Services Manager  
421 Office of Emergency Services  
422 1322 Natividad Road  
423 Salinas, CA 93906  
424 (831) 796-1901  
425 collinsSL@co.monterey.ca.us  
426  
427 If to San Mateo County, to:  
428 Carlos G. Bolanos, Undersheriff  
429 San Mateo County Sheriff s Office  
430 400 County Center  
431 Redwood City, CA 94063  
432 (650) 599-1662  
433 cbolanos@co.sanmateo.ca.us  
434  
435 If to Santa Clara County, to:  
436 Emily Harrison, Deputy County Executive  
437 Office of the County Executive  
438 70 West Hedding, East Wing, 11<sup>th</sup> Floor  
439 San Jose, CA 95110  
440 (408) 299-5116  
441 Emily.harrison@ceo.sccgov.org  
442  
443 If to Sonoma County, to:  
444 Christopher Helgren, Emergency Services Manager  
445 Sonoma County Fire and Emergency Services Department  
446 2300 County Center Drive, Suite 221A  
447 Santa Rosa, CA 95403  
448 (707) 565-1152  
449 Christopher.helgren@sonoma-county.org  
450  
451 if to State of California, EMA, to:  
  
452 Brendan Murphy, (A) Undersecretary  
453 California Emergency Management Agency  
454 3650 Schriever Ave.  
455 Mather, CA 95655  
456 (916) 322-2785  
457 Brendan.murphy@calema.ca.gov  
458



- 459                    b. Notices shall be deemed given when received if given in person, by facsimile or  
460                    by electronic means (if a record of receipt is kept by the sending party showing  
461                    the date and time of receipt) or three (3) days following deposit in the United  
462                    States Mail, postage prepaid, to the addressees set forth in subsection (a) above.  
463                    c. Any Party may change its contact individual and/or address for notice by giving  
464                    written notice of the change to the other Parties and the General Manager.  
465

466                    The individuals executing this MOU represent and warrant that they have the legal capacity and  
467                    authority to do so on behalf of their respective legal entities.  
468

469                    The undersigned approve the terms and conditions of this MOU.  
470  
471

472

473 **City and County of San Francisco, California**

474

475 Signature: \_\_\_\_\_

476 By: \_\_\_\_\_

477 Title: \_\_\_\_\_

478

479

480 **City of Oakland, California**

481

482 Signature: \_\_\_\_\_

483 By: \_\_\_\_\_

484 Title: \_\_\_\_\_

485

486

487 **City of San Jose, California**

488 Signature: \_\_\_\_\_

489 By: \_\_\_\_\_

490 Title: \_\_\_\_\_

491

492

493 **Alameda County, California**

494

495 Signature: \_\_\_\_\_

496 By: \_\_\_\_\_

497 Title: \_\_\_\_\_

498

499

500

501 **Contra Costa County, California**

502

503 Signature: \_\_\_\_\_

504 By: \_\_\_\_\_

505 Title: \_\_\_\_\_

506

507

508 **Marin County, California**

509

510 Signature: \_\_\_\_\_

511 By: \_\_\_\_\_

512 Title: \_\_\_\_\_

513

514

515 **Monterey County, California**

516

517 Signature: \_\_\_\_\_

518 By: \_\_\_\_\_

519 Title: \_\_\_\_\_

520



521

522 **San Mateo County, California**

523

524 Signature: \_\_\_\_\_

525 By: \_\_\_\_\_

526 Title: \_\_\_\_\_

527

528

529 **Santa Clara County, California**

530

531 Signature: \_\_\_\_\_

532 By: \_\_\_\_\_

533 Title: \_\_\_\_\_

534

535

536 Sonoma County, California

537

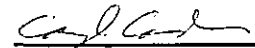
538 Signature: \_\_\_\_\_

539 By: \_\_\_\_\_

540 Title: \_\_\_\_\_

541

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

  
City Attorney

# OAKLAND CITY COUNCIL

2011 DEC -1 PM 4:05

RESOLUTION No. \_\_\_\_\_ C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR HER DESIGNEE TO ENTER INTO THE GOVERNANCE MEMORANDUM OF UNDERSTANDING TO EXPAND THE URBAN AREA SECURITY INITIATIVE (UASI) APPROVAL AUTHORITY TO INCLUDE THE FOLLOWING JURISDICTIONS: CITY OF OAKLAND, CITY OF SAN JOSE, CITY AND COUNTY OF SAN FRANCISCO, AND COUNTIES OF ALAMEDA, CONTRA COSTA, MARIN, MONTEREY, SAN MATEO, SANTA CLARA AND SONOMA, WHICH WILL PROVIDE OVERALL GOVERNANCE OF THE UASI GRANT PROGRAM, AS WELL AS OTHER GRANT PROGRAMS UNDER THE JURISDICTION OF THE APPROVAL AUTHORITY, ACROSS THE BAY AREA REGION EFFECTIVE DECEMBER 1, 2011 THROUGH DECEMBER 1, 2013

WHEREAS, on January 3, 2006, the U.S. Department of Homeland Security (“DHS”) utilized a “core-city, core county” concept to determine risk and allocate grant funds and 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 of Oakland, San Jose, San Francisco and the counties of Alameda, Santa Clara and San Francisco; and

WHEREAS, in 2006, the core cities and counties of the Bay Area UASI – 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; and

WHEREAS, 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; and

WHEREAS, the City of Oakland has participated as an Approval Authority member since 2006 and has successfully secured substantial grant funding ranging from \$1.7 million to over \$7.6 million dollars in a federal fiscal year; and

WHEREAS, the only current fiscal impact to the City of Oakland, which was agreed to in the 2006 MOU, is to waive the Central Service Overhead costs which have historically represented between less than 1-5% of the grant award;

**WHEREAS**, the City of Oakland's return on investment has ranged from 10 to 1 and as much as a 76 to 1 return on investment; and

**WHEREAS**, the current Approval Authority Board members established under the 2006 and 2007 Memorandums of Understanding wish to update the agreement regarding the objectives, and to expand the current 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 the proposed MOU; now therefore be it;

**RESOLVED:** That the City Council authorizes the City Administrator or Her Designee to Enter Into a Memorandum of Understanding to Expand the Urban Area Security Initiative (UASI) Approval Authority to include the following jurisdictions: City of Oakland, City of San Jose, City and County of San Francisco, and Counties of Alameda, Contra Costa, Marin, Monterey, San Mateo, Santa Clara and Sonoma which will provide overall governance of the UASI grant program, as well as other grant programs under the jurisdiction of the Approval Authority across the Bay Area Urban Area effective December 1, 2011 through December 1, 2013.

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_, 20\_\_\_\_\_

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, SCHAAF and  
PRESIDENT REID

NOES -

ABSENT -

ABSTENTION -

ATTEST: \_\_\_\_\_

LaTonda Simmons  
City Clerk and Clerk of the Council  
of the City of Oakland, California