

MEMORANDUM OF UNDERSTANDING  
AMONG

**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, 2013**~~2017~~, 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, the “Parties” and individually, a “Party”) ~~the “Parties”~~ are committed to regional cooperation and coordination in building and sustaining capabilities to provide the greatest capability for prevention, protection, mitigation, 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 updated the 2007 MOU in 2011, and updated the -2011 MOU in 2013. Such updates pertained to regarding the objectives, governance structure, membership, 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. -(“2011 MOU”).—The 2011-2013 MOU is set to expire on December 1, ~~2013~~2017. The Parties intend

45 that this MOU shall, upon its Effective Date, supersede and replace the ~~2011-2013~~ MOU in its  
46 entirety.

47 ACCORDINGLY, the Parties agree as follows:

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

52  
53 a. Membership. The Parties shall appoint Members to the Approval Authority as  
54 follows: City of Oakland, City of San Jose, City and County of San Francisco, County  
55 of Alameda, County of Contra Costa, County of Marin, County of Monterey, County  
56 of San Mateo, County of Santa Clara, ~~and~~ County of Sonoma, ~~and, as a non-voting~~  
57 ~~Member, California Office of Emergency Services (Cal OES).~~

58  
59 Selection of Representatives. Each Party is responsible for selecting primary and  
60 alternate Representatives to the Approval Authority. Each Party shall select its own  
61 Representatives. Each Party shall designate its Representatives, and may change a  
62 Representative designation, by written notice as specified under this MOU, to ~~all~~  
63 ~~Parties and~~ the General Manager.

64  
65 b. Membership Eligibility Requirements. Each Party must be willing and legally able to  
66 accept and manage federal homeland security grant funds.

67  
68 c. Authority of Representatives. Each Party’s primary and alternate Representatives  
69 shall be authorized to take action for and speak on behalf of the Party.

70  
71 d. Attendance Requirement. If a Party fails to send a Representative to two or more  
72 Approval Authority meetings in a calendar year, the Approval Authority may remove  
73 that Party as a Member of the Approval Authority by a two-thirds vote. In the event  
74 of such a vote, the Party in question will not be eligible to vote on said issue.

75  
76 e. Purpose. The purpose of the Approval Authority is to provide effective direction and  
77 governance for grant programs under the jurisdiction of the Approval Authority, and  
78 to coordinate a regional approach to prevention, protection, mitigation, response  
79 and recovery to homeland security threats ~~and hazards~~ in accordance with DHS  
80 grant guidelines. To the extent consistent with grant program requirements, the  
81 Approval Authority shall:

82  
83 i. Approve the Bay Area UASI ~~region homeland security strategy~~Goals and  
84 Objectives and THIRA (Threat and Hazards Identification and Risk Assessment),  
85 which shall provide focus to grant investments, ~~which shall determine the~~  
86 focus of the Bay Area UASI program.

87 ii. Adopt a regional risk management framework to administer the UASI  
88 Homeland Security Grant Program, and related grants, consistent with the

- 89 grant guidelines and direction provided by the U.S. Department of Homeland  
90 Security (DHS) and the California Office of Emergency Services (Cal OES).  
91 iii. Approve grant allocation methodologies.  
92 iv. Approve all UASI Program and related grant applications.  
93 v. Approve allocation and distribution of grant funds under the jurisdiction of the  
94 Approval Authority.  
95 vi. Approve an annual budget for the Bay Area UASI Management Team, based  
96 on a July 1 – June 30 Fiscal Year.  
97 vii. Approve the establishment, purpose, and membership of any advisory bodies  
98 whose purpose is to advise the Approval Authority.  
99

100 f. Representatives’ Roles and Responsibilities. Each Approval Authority  
101 Representative shall:

- 102  
103 i. Be prepared for and attend all Approval Authority meetings.  
104 ii. Communicate with his or her jurisdiction’s management staff and  
105 stakeholders about the discussions and decisions of the Approval Authority,  
106 as permitted by law.  
107

108 g. Urban Area Working Group (UAWG). The Approval Authority shall constitute the  
109 primary UAWG for the UASI region, with support from the UASI General Manager  
110 and UASI Management Team.  
111

112 h. Other Federal Grants. The Approval Authority may decide to apply the agreements,  
113 structures, processes and mechanisms specified in this MOU in applying for,  
114 allocating and distributing other types of federal grant funding for the Bay Area UASI  
115 region. Any such decision shall be by a two thirds majority vote of the Approval  
116 Authority.

117 ~~and may include a special designation of an alternative Fiscal Agent.~~  
118

119 h.i. Voting. The Approval Authority shall vote according to the following procedures:

- 120  
121 i. All votes of the Approval Authority shall require a majority vote for passage of  
122 any item, unless a higher threshold is specified in this MOU or set by the  
123 Approval Authority in its By-laws.  
124 ii. Each Representative shall have one vote.  
125 iii. Each Representative present at a meeting shall vote “yes” or “no” when a  
126 question is put, unless excused from voting by a motion adopted by a majority  
127 of the Members.  
128 iv. Approval Authority Representatives shall disclose any conflict of interest  
129 involved in their voting on an item, and shall, if necessary, request to be  
130 excused from the vote on that item.  
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h.j. Quorum. A quorum shall consist of the majority of the Representatives on the Approval Authority. A quorum is at least six voting Representatives. The Approval Authority may not meet or conduct official business in the absence of a quorum.

2. City of Oakland Obligations. During the term of this MOU, Oakland shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.

3. City of San Jose Obligations. During the term of this MOU, San Jose shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.

2.4. 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 two primary Representatives and two 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 Office of Emergency Services (Cal OES) 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 Party may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent pursuant to the process determined in the By-laws.

3.5. Alameda County Obligations. During the term of this MOU, Alameda County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.

6. Contra Costa County Obligations. During the term of this MOU, Contra Costa County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.

7. Marin County Obligations: During the term of this MOU, Marin County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.

8. Monterey County Obligations: During the term of this MOU, Monterey County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.

4.9. Santa Clara County Obligations: During the term of this MOU, Santa Clara County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.

175 5.10. San Mateo County Obligations: During the term of this MOU, San Mateo County  
176 shall designate one primary individual and one alternate as a full voting Member of the  
177 Approval Authority.  
178

179 6.11. Sonoma County Obligations: During the term of this MOU, Sonoma County shall  
180 designate one primary individual and one alternate as a full voting Member of the  
181 Approval Authority.  
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183  
184 7.12. Obligations of All Parties. All Parties shall:  
185

- 186 a. Participate in the implementation of regional projects and initiatives within the Bay  
187 Area Urban Area that are consistent with the mission and decisions of the Approval  
188 Authority, including participation in the Risk ~~and Capability Assessment~~ Management  
189 Program ~~process~~ on an annual basis.
- 190 b. Provide personnel with subject-matter expertise to participate on ~~any advisory~~  
191 ~~groups or~~ working groups established by the Approval Authority and/or the General  
192 Manager. Such personnel shall be authorized to take action for and speak on behalf  
193 of the Party.  
194

195 ~~8. California Office of Emergency Services: During the term of this MOU, Cal OES will~~  
196 ~~designate one individual to serve in a non-voting advisory capacity to ensure~~  
197 ~~consistency in strategies and initiatives that support homeland security programs.~~  
198

199 9.13. General Manager.  
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- 201 a. The Approval Authority shall establish the minimum qualifications for the General  
202 Manager position, and may establish desired and preferred qualifications.
- 203 b. The Approval Authority shall select a General Manager.
- 204 c. The General Manager shall be an employee or contractor of the Fiscal Agent.
- 205 d. While the City and County of San Francisco is the Fiscal Agent, the General Manager  
206 will be an ~~employee~~ employee, and not a contractor, of San Francisco, ~~not a~~  
207 ~~contractor.~~
- 208 e. The employing jurisdiction is responsible for the work of the General Manager, and  
209 for directing and managing that work consistent with the duties determined and  
210 established by the Approval Authority. Nothing in this Agreement is intended to  
211 interfere with the right of the employing jurisdiction to take employment action  
212 regarding the employee assigned as General Manager, including but not limited to  
213 imposing discipline up to and including termination of employment.
- 214 f. The individual selected by the Approval Authority shall be assigned to work full-time  
215 as the General Manager. The General Manager position shall be funded through  
216 grant funds.

217 g. Nothing in this MOU is intended to interfere with the right of the Approval Authority  
218 to remove the General Manager from his or her role as the General Manager of the  
219 Bay Area UASI Management Team.

220 ~~10-14.~~ UASI Management Team.

221  
222 a. In consultation with the Approval Authority, the General Manager may select  
223 employees of the Parties or independent contractors to serve on the Management  
224 Team. The salaries of those employees assigned to serve on the Management Team  
225 shall be funded through grant funds. Nothing in this MOU is intended to interfere  
226 with the right of an employing jurisdiction to take employment action regarding an  
227 employee assigned to the Management Team, including but not limited to imposing  
228 discipline up to and including termination of employment.

229 ~~b.~~ The General Manager is responsible for the work of employees assigned to the  
230 Management Team, and for directing and managing that work consistent with the  
231 general duties determined and established by the General Manager with the  
232 employing jurisdiction.

233 ~~c.b.~~

234 11-15. Grants and Contracts Awarded for UASI Grant-Funded Projects. On behalf of, and by  
235 a vote of the Approval Authority, the Fiscal Agent may apply for federal grant funding  
236 for the UASI region. All grants and contracts awarded using UASI Program grant funds  
237 received by the UASI region shall conform to all applicable federal and state grant and  
238 contracting requirements.

239  
240 a. Fiscal Agent. The City and County of San Francisco shall be the Fiscal Agent for the  
241 Bay Area UASI, notwithstanding that another Party Jurisdiction may indicate its  
242 desire to become the Fiscal Agent and may become the Fiscal Agent pursuant to the  
243 process determined in the By-laws. The Fiscal Agent shall serve as the sub-grantee  
244 for funds granted by DHS and Cal OES to the Bay Area Urban Area. The Fiscal Agent  
245 shall provide all financial services and establish procedures and execute sub-  
246 recipient agreements for the distribution of grant funds to jurisdictions selected by  
247 the Approval Authority to receive grant funds. The Parties understand that until the  
248 Fiscal Agent and a sub-recipient jurisdiction fully and finally execute a sub-recipient  
249 agreement, the Fiscal Agent shall have no obligation to disburse grant funds to that  
250 jurisdiction. The Parties acknowledge and agree that grant decisions are subject to  
251 the discretion and decision-making of Cal OES and the Approval Authority. A Party  
252 or other sub recipient jurisdiction that takes any action, informal or formal, to  
253 appropriate, encumber or expend grant funds before final allocation decisions by Cal  
254 OES and the Approval Authority, and before a sub recipient agreement is fully and  
255 finally executed with the Fiscal Agent, assumes all risk of possible non-allocation or  
256 non-reimbursement of funds.

257 b. All requests for funding or reimbursement from the Fiscal Agent shall meet any  
258 guidelines and requirements established by the Fiscal Agent. The guidelines may  
259 include requirements for record keeping, internal audits, signature authority for

260 approval of reimbursement requests, submission of financial reports, and  
261 compliance with professional accounting standards. The Fiscal Agent may recover  
262 eligible costs for legal, financial, and other services through the grants administered  
263 by the Fiscal Agent.

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

270 d. The City and County of San Francisco, as the Fiscal Agent, will file a performance  
271 evaluation for the General Manager ~~based with input from the~~ ~~upon the evaluation~~  
272 ~~completed by the~~ Approval Authority, on an annual basis pursuant to the Human  
273 Resources Rules of the City and County of San Francisco.

274

275 12.16. By-laws. The Approval Authority shall promulgate By-laws to govern  
276 implementation of this MOU, and to set duties and responsibilities for the General  
277 Manager and Management Team. The By-laws shall be consistent with the terms of this  
278 MOU. Wherever the By-laws conflict with the MOU, the MOU controls. The By-laws  
279 may be adopted and amended by a ~~two-thirds~~ majority vote of the Approval Authority.

280

281 13.17. Indemnification. In lieu of and notwithstanding the pro rata risk allocation that  
282 might otherwise be imposed between the Parties pursuant to Government Code Section  
283 895.6, the Parties agree that all Losses (as defined below) incurred by a Party in  
284 connection with this MOU or the activities contemplated by this MOU shall not be  
285 shared pro rata but instead the Parties agree that pursuant to Government Code Section  
286 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties,  
287 including, without limitation, their officers, board members, employees and agents,  
288 harmless from any Losses imposed for injury (as defined by Government Code Section  
289 810.8) arising in connection with the negligent acts or omissions or willful misconduct of  
290 the indemnifying Party, including, without limitation, its officers, board members,  
291 employees or agents, under or in connection with or arising out of any work, authority  
292 or jurisdiction delegated to such Party under this Agreement. No Party, including,  
293 without limitation, any officer, board member, employee or agent thereof, shall be  
294 responsible for any Losses occurring by reason of the negligent acts or omissions or  
295 willful misconduct of other Parties hereto, including, without limitation, their officers,  
296 board members, employees or agents, under or in connection with or arising out of any  
297 work, authority or jurisdiction delegated to such other Parties under this Agreement.  
298 For purposes of this Section, Losses shall mean any and all claims, demands, losses,  
299 liabilities, damages (including foreseeable and unforeseeable consequential damages to  
300 the extent arising from third party claims), liens, obligations, interest, injuries, penalties,  
301 fines, lawsuits and other proceedings, judgments and awards and costs and expenses  
302 (including, without limitation, reasonable attorneys' fees and costs, and consultants'

303 fees and costs) of whatever kind or nature, known or unknown, contingent or  
304 otherwise.

305  
306 14-18. Conflicts of Interest. If and when a Party identifies an actual or potential conflict of  
307 interest among one or more of the Parties, that Party shall send written notification to  
308 all Parties. The Party with the actual or potential conflict shall respond to the notice  
309 within three business days. The response shall indicate whether the Party agrees or  
310 disagrees that a conflict exists. If the Party agrees, that Party may take appropriate  
311 action to cure the conflict, if possible, and shall describe its corrective actions in its  
312 response. If a Party disagrees, or cannot ~~to~~ cure an actual conflict, the Approval  
313 Authority shall meet on the conflict within not less than 30 calendar days of the initial  
314 notice, in an effort to resolve the conflict. The Approval Authority shall schedule a  
315 special meeting if necessary to meet this timeline. All notices under this section shall be  
316 provided under Section 28, Notices.

317  
318 15-19. Effective Date and Term. This MOU shall take effect on **December 1, 2013-2017**  
319 (“Effective Date”) and shall remain in effect through November 30, until December 1,  
320 **2017-2021**, unless sooner terminated as provided below (“Term”).

321  
322 16-20. Termination.  
323  
324 a. Any Party may terminate its participation in this MOU by providing 30-days’  
325 advance written notice of its termination to all Parties and the General Manager.  
326 That Party shall fulfill any grant-related or contractual obligations to the Fiscal  
327 Agent. This MOU shall continue in effect between the remaining Parties.  
328 b. The Approval Authority may terminate any Party’s participation in this MOU by a  
329 two-thirds vote, due to failure of the Party to meet the membership eligibility  
330 requirements under Section 1 of this MOU. A Party whose membership in the  
331 MOU is terminated must still fulfill any grant-related or contractual obligations to  
332 the Fiscal Agent.  
333 c. The Approval Authority may terminate this MOU at any time, for convenience and  
334 without cause, by unanimous vote. Any such action of the Approval Authority shall  
335 specify the date on which the termination shall be effective, which date shall be at  
336 least six months from the date of the Approval Authority’s action to terminate the  
337 MOU.

338  
339 17-21. Jurisdiction and Venue. The laws of the State of California shall govern the  
340 interpretation and performance of this MOU. Venue for any litigation relating to the  
341 formation, interpretation or performance of this MOU shall be in San Francisco, CA.  
342

343 18-22. Modification. This MOU may not be modified, nor may compliance with any of its  
344 terms be waived, except by written instrument executed and approved in the same  
345 manner as this MOU.  
346



347 19-23. Cooperative Drafting. This MOU has been drafted through a cooperative effort of  
348 the Parties, and all Parties have had an opportunity to have the MOU reviewed and  
349 revised by legal counsel. No Party shall be considered the drafter of this MOU, and no  
350 presumption or rule that an ambiguity shall be construed against the Party drafting the  
351 clause shall apply to the interpretation or enforcement of this MOU.  
352

353 20-24. Survival of Terms. The obligations of the Parties and the terms of the following  
354 provisions of this Agreement shall survive and continue following expiration or  
355 termination of this Agreement: Section 18.  
356

357 21-25. Complete Agreement. This is a complete agreement and supersedes any prior oral  
358 or written agreements of the Parties regarding the subject matter of this MOU,  
359 including but not limited to the process for applying for and distributing grant funding  
360 for the Bay Area Urban Area. Without limiting the foregoing, this MOU supersedes the  
361 Memorandum of Understanding ~~between City and County of San Francisco, City of San~~  
362 ~~Jose, City of Oakland, Alameda County, and Santa Clara County,~~ dated December 1,  
363 ~~2011~~201306 and the 2007 MOU, the 2011 MOU, and the 2013 MOU.  
364

365 22-26. Severability. Should the application of any provision of this MOU to any particular  
366 facts or circumstances be found by a court of competent jurisdiction to be invalid or  
367 unenforceable, then (a) the validity of other provisions of this MOU shall not be  
368 affected or impaired thereby, and (b) such provision shall be enforced to the maximum  
369 extent possible so as to effect the intent of the Parties and shall be reformed without  
370 further action by the Parties to the extent necessary to make such provision valid and  
371 enforceable.  
372

373 23-27. Counterparts. This MOU may be executed in several counterparts, each of which is  
374 an original and all of which constitutes but one and the same instrument.  
375

376 24-28. Notice.

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

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

379 Anne Kronenberg, Executive Director

380 Department of Emergency Management

381 1011 Turk Street

382 San Francisco, CA 94102

383 (415) 558-~~3800~~2745

384 [Anne.kronenberg@sfgov.org](mailto:Anne.kronenberg@sfgov.org)  
385

386 and

387 ~~Raemona Williams~~Raymond Guzman, -Deputy Chief of Administration

388 San Francisco Fire Department

389 698 Second Street  
390

391 San Francisco, CA 94107  
392 [\(415\) 558-3411](tel:(415)558-3411)  
393 ~~(415) 558-3411~~  
394 [raemona.williams@sfgov.org](mailto:raemona.williams@sfgov.org)

395 ~~v.org~~  
396 [raymond.guzman@sfgov.org](mailto:raymond.guzman@sfgov.org)

397  
398 If to the **City of Oakland**, to:

399  
400 [Cathey Eide](#)~~Renee A. Domingo, Director of Emergency Services~~[Emergency Services](#)  
401 [Manager](#)  
402 [Oakland Fire Department](#)

403  
404 1605 Martin Luther King Jr. Way, 2nd Floor  
405 Oakland, CA 94612  
406 (510) 238-~~3939~~[6069](tel:5102386069)  
407 ~~RADomingo@oaklandnet.com~~[ceide@oaklandnet.com](mailto:ceide@oaklandnet.com)

408  
409  
410 If to the **City of San Jose**, to:

411  
412 [Christopher A. Godley](#)~~Jeffrey Marozick, CEM, Director of Emergency Services~~[Deputy](#)  
413 [Chief](#)[Raymond Riordan, Director](#)  
414 [Office of Emergency Services](#)  
415 [San Jose Police Department](#)  
416 ~~855 North San Pedro Street, #404~~[201 W. Mission Street](#)[855 N. San Pedro St. 4<sup>th</sup>](#)  
417 [Floor](#)

418  
419 San José, CA 95110-~~1718~~  
420 (408) ~~277-45955176~~[794-7055](tel:4082777947055)  
421 **Error! Hyperlink reference not**  
422 [valid.Christopher.godley@sanjoseca.gov](mailto:Christopher.godley@sanjoseca.gov)[jeffrey.marozickray.riordank@sanjoseca.gov](mailto:jeffrey.marozickray.riordank@sanjoseca.gov)

423  
424  
425 If to **Alameda County**, to:

426 Richard T. Lucia, Undersheriff  
427 Alameda County Sheriff's Office  
428 1401 Lakeside Drive 12th Floor  
429 Oakland, CA 94612  
430 (510) 272-6868-~~Office~~  
431 [rlucia@acgov.org](mailto:rlucia@acgov.org)

434 If to **Contra Costa County**, to:  
435 Mike Casten, Undersheriff  
436 Contra Costa County Sheriff's Office  
437 651 Pine Street, 7<sup>th</sup> Floor  
438 Martinez, CA 94553  
439 (925) 335-1514  
440 [mcast@so.cccounty.us](mailto:mcast@so.cccounty.us)  
441

442  
443 If to **Marin County**, to:  
444 ~~Bob~~[Robert Doyle](#)~~Dave Augustus~~, [Sheriff Captain](#)  
445 Marin County Sheriff's Office  
446 3501 Civic Center Drive #145  
447 San Rafael, CA 94903  
448 (415) 473-7250  
449 ~~daugustus@marinsheriff.org~~[rdoyle@co.marin.ca.us](mailto:rdoyle@co.marin.ca.us)  
450

451  
452 If to **Monterey County**, to:  
453  
454 [Gerry Malais](#)~~Sherrrie L. Collins~~, Emergency Services Manager  
455 Office of Emergency Services  
456 ~~1322 Natividad Road~~[1414 Natividad Road](#)  
457  
458 Salinas, CA 93906  
459 (831) 796-1901  
460 ~~collinsSL@co.monterey.ca.us~~[malaisg@co.monterey.ca.us](mailto:malaisg@co.monterey.ca.us)  
461

462  
463 If to **San Mateo County**, to:  
464 [Trisha Sanchez](#)~~Carlos G. Bolanos~~, Undersheriff  
465 San Mateo County Sheriff's Office  
466 400 County Center, [3<sup>rd</sup> Floor](#)  
467 Redwood City, CA 94063  
468 (650) 599-1662  
469 ~~cbolanos@co-sanmateo.ca.us~~[ustsanchez@smcgov.org](mailto:ustsanchez@smcgov.org)  
470

471  
472 If to **Santa Clara County**, to:  
473 Ken Kehmna, Fire Chief  
474 [Santa Clara County Fire Department](#)  
475 70 W. Hedding Street  
476 San Jose, CA 95110  
477 (408) 378-4010

478 [ken.kehmna@cnt.sccgov.org](mailto:ken.kehmna@cnt.sccgov.org)

479

480

481 If to **Sonoma County**, to:

482 ~~Al Terrell, Fire Chief~~ [Christopher Helgren, Emergency Manager](mailto:Christopher.Helgren@sonoma-county.org)

483 Sonoma County Fire and Emergency Services Department

484 2300 County Center Drive, Suite ~~221A~~[220B](#)

485 Santa Rosa, CA 95403

486 (707) 565-1152

487 ~~al.terrell@sonoma-county.org~~ [Christopher Helgren@sonoma-county.org](mailto:Christopher.Helgren@sonoma-county.org)

488

489

490 If to ~~Cal OES~~, to:

491 ~~Brendan Murphy, Assistant Secretary~~

492 ~~California Office of Emergency Services~~

493 ~~3650 Schriever Ave.~~

494 ~~Mather, CA 95655~~

495 ~~(916) 322-2785~~

496 ~~Brendan.murphy@calema.ca.gov~~

497

498 b. Notices shall be deemed given when received if given in person, by facsimile or  
499 by electronic means (if a record of receipt is kept by the sending party showing  
500 the date and time of receipt) or three (3) days following deposit in the United  
501 States Mail, postage prepaid, to the addressees set forth in subsection (a) above.

502 c. Any Party may change its contact individual and/or address for notice by giving  
503 written notice of the change to ~~the other Parties and~~ the General Manager.

504

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

507

508 The undersigned approve the terms and conditions of this MOU.

509

510 **City ~~and County of San Francisco~~ of Oakland, California**

511

512 Signature: \_\_\_\_\_

513 By: \_\_\_\_\_

514 Title: \_\_\_\_\_

515

516 City of ~~Oakland~~ San Jose, California

517

518 Signature: \_\_\_\_\_

519 By: \_\_\_\_\_

520 Title: \_\_\_\_\_

521

522 **City of ~~San Jose~~ and County of San Francisco, California**

523

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

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

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

527

528 ~~Alameda County~~ County of Alameda, California

529

530 Signature: \_\_\_\_\_

531 By: \_\_\_\_\_

532 Title: \_\_\_\_\_

533



534 ~~Contra Costa County~~ County of Contra Costa, California

535

536 Signature: \_\_\_\_\_

537 By: \_\_\_\_\_

538 Title: \_\_\_\_\_

539

540 ~~Marin County~~ **County of Marin, California**

541

542 Signature: \_\_\_\_\_

543 By: \_\_\_\_\_

544 Title: \_\_\_\_\_

545

546 ~~Monterey County~~ **County of Monterey, California**

547

548 Signature: \_\_\_\_\_

549 By: \_\_\_\_\_

550 Title: \_\_\_\_\_

551

552 ~~San Mateo County~~ County of San Mateo, California

553

554 Signature: \_\_\_\_\_

555 By: \_\_\_\_\_

556 Title: \_\_\_\_\_

557

558 ~~Santa Clara County~~ **County of Santa Clara, California**

559

560 Signature: \_\_\_\_\_

561 By: \_\_\_\_\_

562 Title: \_\_\_\_\_

563

564 ~~Senoma County~~County of Sonoma, California

565

566 Signature: \_\_\_\_\_

567 By: \_\_\_\_\_

568 Title: \_\_\_\_\_

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