



To: Bay Area UASI Approval Authority

From: Amiee Alden, San Francisco Department of Emergency Management

Date: August 8, 2013

Re: Item #7: UASI Memorandum of Understanding and By-Laws

Recommendations:

Approve updated UASI Memorandum of Understanding (MOU) and By-Laws with modifications recommended by the Ad-Hoc Committee on the MOU and By-Laws.

Attachments:

Appendix A: Updated MOU with changes tracked

Appendix B: Updated By-Laws with changes tracked

Discussion/Description:

At the February 14, 2013 meeting of the UASI Approval Authority, UASI Chair Anne Kronenberg appointed an Ad-Hoc Committee to propose updates to the current UASI MOU, which expires on December 1, 2013, as well as to the UASI By-Laws. Committee members included: Anne Kronenberg, Chris Godley, Sherrie Collins, and Mark Aston. The Committee met via conference call on June 25, 2013, and agreed to recommend the following updates to the MOU and By-Laws for adoption by the full UASI Approval Authority:

- 1) **Co-Chairs:** Both Part 1 the MOU and Article IV of the By-Laws would be updated to provide that chairmanship of the Approval Authority would be held by two Co-Chairs, who would share the authority for approving agenda items, as well as for calling and cancelling meetings. Co-Chairs would alternate chairing the Approval Authority meetings. One Co-Chair would be from the same jurisdiction as the UASI Fiscal Agent. The other Co-Chair would not be from the same jurisdiction as the Fiscal Agent, and

would be elected annually from among the UASI Members' primary representatives at the December meeting of the Approval Authority. The elected Co-Chair could not serve more than two consecutive one-year terms.

- 2) **Committees and Workgroups:** Article V of the By-laws would be updated to simplify language and provide more flexibility and efficiency for working and advisory groups associated with the Bay Area UASI, as well as better reflect current practices.
- 3) **Grant Modifications:** Section 8.6 of the By-Laws would preserve the requirement that the General Manager seek approval of the Approval Authority to modify grant allocations in the any amount over \$250,000. However, the language in this section would be updated to be consistent with existing practice that was approved by the Approval Authority at the September 13, 2012 meeting, including providing more detail about timeline and scope grant modifications.
- 4) **Effective Date:** The new MOU would take effect December 1, 2013 and expire December 1, 2017. The By-Laws would take effect as soon as approved by the Approval Authority, and have no expiration date. As the foundation governing document of the UASI, the MOU must also be approved by the UASI Member jurisdictions, while the By-Laws are an internal document and need only be approved by the UASI Approval Authority Members.
- 5) **Additional Changes:** Other proposed changes to both the MOU and By-Laws are non-substantive. All changes are detailed in the red-line version of both documents attached to this item.

080813

AGENDA ITEM # 7

APPENDIX A

UPDATED MOU WITH
CHANGES TRACKED

MEMORANDUM OF UNDERSTANDING

~~BETWEEN-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, ~~2011~~2013**, 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~~ **Representatives** from the Urban Area’s core cities and counties. In 2008 and subsequent years, DHS used the U.S. Census-determined Metropolitan Statistical Area as a component of its risk methodology and specified that the UAWG take a regional approach to establish representation and membership.
- C. In 2006, the core cities and counties of the Bay Area Urban Area – the City and County of San Francisco, the City of Oakland, the City of San Jose, the County of Alameda and the County of Santa Clara – approved a Memorandum of Understanding (“2006 MOU”), followed by a 2007 Memorandum of Understanding (“2007 MOU”), that established the objectives, governance structure, responsibilities, reporting structure, and financial agreements to be used in applying for UASI and other federal homeland security grant funding.
- D. The Parties ~~wish to update~~ **updated** the ~~agreement-2007 MOU in 2011~~ 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 **(“2011 MOU”).** ~~-as provided in this MOU, through the term of this Agreement. Certain governance and process changes are taken from the 2006 MOU and 2007~~

45 | ~~MOU, to ensure that the Agreements is consistent with grant program requirements. The 2011~~
46 | ~~MOU is set to expire on December 1, 2013. The Parties intend that this MOU shall, upon its~~
47 | ~~Effective Date, supersede and replace the 2011 MOU in its entirety.~~
48 |

49 | ACCORDINGLY, the Parties agree as follows:

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

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

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

68 | ~~c.~~
69 | ~~d-b.~~

70 |
71 | c. Co-Chairs. The UASI Approval Authority shall have two Co-Chairs. One of these Co-
72 | Chairs shall be from the same jurisdiction as the Fiscal Agent. The other Co-Chair
73 | shall be elected by the Members of the Approval Authority.

74 |
75 | ~~e-d.~~ Membership Eligibility Requirements. Each Party must be willing and legally able to
76 | accept and manage federal homeland security grant funds.

77 |
78 | ~~f-e.~~ Authority of Representatives. Each Party’s primary and alternate ~~representatives~~
79 | Representatives shall be authorized to take action for and speak on behalf of the
80 | Party.

81 |
82 | ~~g-f.~~ Attendance Requirement. If a Party fails to send a ~~representative~~ Representative to
83 | two or more Approval Authority meetings in a calendar year, the Approval Authority
84 | may remove that Party as a ~~member~~ Member of the Approval Authority by a two-
85 | thirds vote. In the event of such a vote, the ~~party~~ Party in question will not be
86 | eligible to vote on said issue.
87 |

88 | h-g. Purpose. The purpose of the Approval Authority is to provide effective direction and
89 | governance for grant programs under the jurisdiction of the Approval Authority, and
90 | to coordinate a regional approach to prevention, protection, response and recovery
91 | to homeland security threats in accordance with DHS grant guidelines. To the
92 | extent consistent with grant program requirements, the Approval Authority shall:
93 |

- 94 | i. Approve the UASI region homeland security strategy, which shall determine
95 | the focus of the Bay Area UASI program.
- 96 | ii. Adopt a regional risk management framework to administer the UASI
97 | Homeland Security Grant Program, and related grants, consistent with the
98 | grant guidelines and direction provided by the U.S. Department of Homeland
99 | Security (DHS) and the California Office of Emergency Management
100 | Agency Services (Cal EMA OES).
- 101 | iii. Approve grant allocation methodologies.
- 102 | iv. Approve all UASI Program and related grant applications.
- 103 | v. Approve allocation and distribution of grant funds under the jurisdiction of the
104 | Approval Authority.
- 105 | vi. Approve an annual budget for the Bay Area UASI Management Team, based
106 | on a July 1 – June 30 Fiscal Year.
- 107 | vii. Approve the establishment, purpose, and membership of any advisory bodies
108 | whose purpose is to advise the Approval Authority.

109 |
110 | h. Representatives Roles and Responsibilities. Each Approval Authority representative
111 | Representative shall:

- 112 |
- 113 | i. Be prepared for and attend all Approval Authority meetings.
- 114 | ii. Communicate with his or her jurisdiction’s management staff and
115 | stakeholders about the discussions and decisions of the Approval Authority,
116 | as permitted by law.
- 117 |

118 | i. Urban Area Working Group (UAWG). The Approval Authority shall constitute the
119 | primary UAWG for the UASI region, with support from the UASI General Manager
120 | and UASI Management Team.

121 |
122 | k-j. Other Federal Grants. The Approval Authority may decide to apply the agreements,
123 | structures, processes and mechanisms specified in this MOU in applying for,
124 | allocating and distributing other types of federal grant funding for the Bay Area UASI
125 | region. Any such decision shall be by 2/3a two thirds vote of the Approval Authority
126 | and may include a special designation of an alternative Fiscal Agent.

127 |
128 | k. Voting. The Approval Authority shall vote according to the following procedures:
129 |

- 130 i. All votes of the Approval Authority shall require a majority vote for passage of
131 any item, unless a higher threshold is specified in this MOU or set by the
132 Approval Authority in its ~~By Laws~~By-laws.
133 ii. Each ~~representative~~Representative shall have one vote.
134 iii. Each ~~representative~~Representative present at a meeting shall vote “yes” or
135 “no” when a question is put, unless excused from voting by a motion adopted
136 by a majority of the ~~members~~Members.
137 iv. Approval Authority ~~representatives~~Representatives shall disclose any conflict
138 of interest involved in their voting on an item, and shall, if necessary, request
139 to be excused from the vote on that item.

140 ~~m.~~l. Quorum. A quorum shall consist of the majority of the ~~representatives~~
141 Representatives on the Approval Authority. A quorum is at least six voting
142 Representatives. ~~members.~~—The Approval Authority may not meet or conduct
143 official business in the absence of a quorum.
144

- 145
- 146 2. City and County of San Francisco Obligations. During the term of this MOU, San
147 Francisco will provide the following services to the Approval Authority:
148
- 149 a. Designate ~~2-two~~2 primary ~~representatives~~Representatives and ~~2-two~~2 alternates as
150 full voting ~~members~~Members of the Approval Authority.
151 b. Serve as the UASI region point of contact with the U.S. Department of Homeland
152 Security (DHS) and California Office of Emergency Management Agency Services (Cal
153 EMAQES) in connection with grants under the jurisdiction of the Approval Authority.
154 c. Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval
155 Authority during the term of this MOU, notwithstanding that another Jurisdiction
156 may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent
157 pursuant to the process determined in the ~~Bylaws~~By-laws.
158
- 159 3. City of Oakland Obligations. During the term of this MOU, Oakland shall designate ~~1-one~~
160 1 primary individual and ~~1-one~~1 alternate as a full voting ~~member~~Member of the Approval
161 Authority.
162
- 163 4. City of San Jose Obligations. During the term of this MOU, San Jose shall designate ~~1~~
164 one primary individual and ~~1-one~~1 alternate as a full voting ~~member~~Member of the
165 Approval Authority.
166
- 167 5. Alameda County Obligations. During the term of this MOU, Alameda County shall
168 designate ~~1-one~~1 primary individual and ~~1-one~~1 alternate as a full voting ~~member~~Member
169 of the Approval Authority.
170
- 171 6. Santa Clara County Obligations: During the term of this MOU, Santa Clara County shall
172 designate ~~1-one~~1 primary individual and ~~1-one~~1 alternate as a full voting ~~member~~Member
173 of the Approval Authority.

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7. Contra Costa County Obligations. During the term of this MOU, Contra Costa County shall designate ~~1-one~~ primary individual and ~~1-one~~ alternate as a full voting ~~member~~ Member of the Approval Authority.
8. Marin County Obligations: During the term of this MOU, Marin County shall designate ~~1-one~~ primary individual and ~~1-one~~ alternate as a full voting ~~M~~member of the Approval Authority.
9. San Mateo County Obligations: During the term of this MOU, San Mateo County shall designate ~~1-one~~ primary individual and ~~1-one~~ alternate as a full voting ~~member~~ Member of the Approval Authority.
10. Sonoma County Obligations: During the term of this MOU, Sonoma County shall designate ~~1-one~~ primary individual and ~~1-one~~ alternate as a full voting ~~member~~ Member of the Approval Authority.
11. Monterey County Obligations: During the term of this MOU, Monterey County shall designate ~~1-one~~ primary individual and ~~1-one~~ alternate as a full voting ~~member~~ Member of the Approval Authority.
12. Obligations of All Parties. All Parties shall:
 - a. Participate in the implementation of regional projects and initiatives within the Bay Area Urban Area that are consistent with the mission and decisions of the Approval Authority, including participation in the Risk and Capability Assessment process on an annual basis.
 - b. Provide personnel with subject-matter expertise to participate on any advisory groups or working groups established by the Approval Authority and/or the General Manager. Such personnel shall be authorized to take action for and speak on behalf of the Party.
- ~~13-~~ California Office of Emergency Management Agency Services: During the term of this MOU,
- ~~14-~~ 13. CALEMA-Cal OES will designate ~~1-one~~ individual to serve in a non-voting ~~n~~ advisory capacity ~~and~~ to ensure consistency in strategies and initiatives that support homeland security programs.
- ~~15-~~ 14. General Manager.
 - a. The Approval Authority shall establish the minimum qualifications for the General Manager position, and may establish desired and preferred qualifications.
 - b. The Approval Authority shall select a General Manager.
 - c. The General Manager shall be an employee or contractor of the Fiscal Agent.

- 218 d. While the City and County of San Francisco is the Fiscal Agent, the General Manager
219 will be an employee of San Francisco, not a contractor.
- 220 e. The employing jurisdiction is responsible for the work of the General Manager, and
221 for directing and managing that work consistent with the duties determined and
222 established by the Approval Authority. Nothing in this Agreement is intended to
223 interfere with the right of the employing jurisdiction to take employment action
224 regarding the employee assigned as General Manager, including but not limited to
225 imposing discipline up to and including termination of employment.
- 226 f. The individual selected by the Approval Authority shall be assigned to work full-time
227 as the General Manager. The General Manager position shall be funded through
228 grant funds.
- 229 g. Nothing in this ~~agreement~~ MOU is intended to interfere with the right of the
230 Approval Authority to remove the General Manager from ~~their~~ his or her role as the
231 General Manager of the Bay Area UASI Management Team.

232 ~~16-15.~~ UASI Management Team.

- 233
- 234 a. In consultation with the Approval Authority, the General Manager ~~shall~~ may select
235 ~~individuals~~ employees of the Parties or independent contractors to serve on for
236 ~~assignment to~~ the Management Team. ~~The members of this Team shall be~~
237 ~~employees of the Parties, and assigned to work full-time on the Management Team.~~
238 The salaries of ~~those~~ e-employees assigned to ~~serve~~ serve on the Management Team
239 shall be funded through grant funds. Nothing in this ~~Agreement~~ MOU is intended to
240 interfere with the right of an employing jurisdiction to take employment action
241 regarding an employee assigned to the Management Team, including but not limited
242 to imposing discipline up to and including termination of employment.
- 243 b. The ~~employing jurisdiction~~ General Manager is responsible for the work of
244 employees assigned to the Management Team, and for directing and managing that
245 work consistent with the general duties determined and established by the General
246 Manager with the employing jurisdiction.

247

248 ~~17-16.~~ Grants and Contracts Awarded for UASI Grant-Funded Projects. On behalf of, and by
249 a vote of the Approval Authority, the Fiscal Agent may apply for federal grant funding
250 for the UASI region. All grants and contracts awarded using UASI Program grant funds
251 received by the UASI region shall conform to all applicable federal and state grant and
252 contracting requirements.

- 253
- 254 a. Fiscal Agent. The City and County of San Francisco shall be the Fiscal Agent for the
255 Bay Area UASI, notwithstanding that another Jurisdiction may indicate its desire to
256 become the Fiscal Agent and may become the Fiscal Agent pursuant to the process
257 determined in the ~~By-laws~~ By-laws. The Fiscal Agent shall serve as the sub-grantee
258 for funds granted by DHS and Cal ~~EMA~~ OES to the Bay Area Urban Area. The Fiscal
259 Agent shall provide all financial services and establish procedures and execute sub
260 recipient agreements for the distribution of grant funds to jurisdictions selected by

261 the Approval Authority to receive grant funds. The Parties understand that until the
262 Fiscal Agent and a sub recipient jurisdiction fully and finally execute a sub-recipient
263 agreement, the Fiscal Agent shall have no obligation to disburse grant funds to that
264 jurisdiction. The Parties acknowledge and agree that grant decisions are subject to
265 the discretion and decision-making of ~~the~~ Cal EMA-OES and ~~the~~ Approval Authority.
266 A Party or other sub recipient jurisdiction that takes any action, informal or formal,
267 to appropriate, encumber or expend ~~Grant grant Funds funds~~ before final allocation
268 decisions by Cal EMA-OES and the Approval Authority, and before a sub recipient
269 agreement is fully and finally executed with the Fiscal Agent, assumes all risk of
270 possible non-allocation or non-reimbursement of funds.

271 b. All requests for funding or reimbursement from the Fiscal Agent shall meet any
272 guidelines and requirements established by the Fiscal Agent. The guidelines may
273 include requirements for record keeping, internal audits, signature authority for
274 approval of reimbursement requests, submission of financial reports, and
275 compliance with professional accounting standards. The Fiscal Agent may recover
276 eligible costs for legal, financial, and other services through the grants administered
277 by the Fiscal Agent.

278 c. A ~~member~~ Member agency who is a signatory to this Memorandum of
279 Understanding and who has met all the requirements to hold a seat on the Approval
280 Authority may request to be considered by the remaining ~~members~~ Members of the
281 Approval Authority to assume the role of Fiscal Agent at any time during the term of
282 this Memorandum of Understanding. The Approval Authority shall consider the
283 application, along with any applications of other ~~members~~ Members, according to
284 the process contained in the ~~By-Laws~~ By-laws.

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

289
290 ~~18.~~ 17. By-Laws ~~By-laws~~. The Approval Authority shall promulgate ~~By-Laws~~ By-laws to
291 govern implementation of this MOU, and to set duties and responsibilities for the
292 General Manager and Management Team. The ~~By-Laws~~ By-laws shall be consistent with
293 the terms of this MOU. Wherever the ~~By-Laws~~ By-laws conflict with the MOU, the MOU
294 controls. The ~~By-Laws~~ By-laws may be adopted and amended by a two-thirds vote of the
295 Approval Authority.

296
297 ~~19.~~ 18. Indemnification. In lieu of and notwithstanding the pro rata risk allocation that
298 might otherwise be imposed between the Parties pursuant to Government Code Section
299 895.6, the Parties agree that all Losses (as defined below) incurred by a Party in
300 connection with this MOU or the activities contemplated by this MOU shall not be
301 shared pro rata but instead the Parties agree that pursuant to Government Code Section
302 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties,
303 including, without limitation, their officers, board members, employees and agents,
304 harmless from any Losses imposed for injury (as defined by Government Code Section

305 810.8) arising in connection with the negligent acts or omissions or willful misconduct of
306 | the indemnifying partyParty, including, without limitation, its officers, board members,
307 employees or agents, under or in connection with or arising out of any work, authority
308 or jurisdiction delegated to such Party under this Agreement. No Party, including,
309 without limitation, any officer, board member, employee or agent thereof, shall be
310 responsible for any Losses occurring by reason of the negligent acts or omissions or
311 willful misconduct of other Parties hereto, including, without limitation, their officers,
312 board members, employees or agents, under or in connection with or arising out of any
313 work, authority or jurisdiction delegated to such other Parties under this Agreement.
314 For purposes of this Section, Losses shall mean any and all claims, demands, losses,
315 liabilities, damages (including foreseeable and unforeseeable consequential damages to
316 the extent arising from third party claims), liens, obligations, interest, injuries, penalties,
317 fines, lawsuits and other proceedings, judgments and awards and costs and expenses
318 (including, without limitation, reasonable attorneys' fees and costs, and consultants'
319 fees and costs) of whatever kind or nature, known or unknown, contingent or
320 otherwise.

321 ~~20~~.19. Conflicts of Interest. If and when a Party identifies an actual or potential conflict of
322 | interest among one or more of the Parties, that Party shall send written notification to
323 all Parties. The Party with the actual or potential conflict shall respond to the notice
324 within three business days. The response shall indicate whether the Party agrees or
325 disagrees that a conflict exists. If the Party agrees, that Party may take appropriate
326 action to cure the conflict, if possible, and shall describe its corrective actions in its
327 response. If a Party disagrees, or cannot to cure an actual conflict, the Approval
328 Authority shall meet on the conflict within not less than 30 calendar days of the initial
329 notice, in an effort to resolve the conflict. The Approval Authority shall schedule a
330 special meeting if necessary to meet this timeline. All notices under this section shall be
331 provided under Section 28, Notices.
332

333
334 ~~21~~.20. Effective Date and Term. This MOU shall take effect on the **December 1, 2011-2013**
335 | **["Effective Date"]** and shall remain in effect until **December 1, 2013-2017**, unless sooner
336 terminated as provided below ("Term").
337

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338 ~~22~~.21. Termination.

- 339
- 340 a. Any Party may terminate its participation in this MOU by providing 30-days advance
341 written notice of its termination to all Parties and the General Manager. That Party
342 shall fulfill any grant-related or contractual obligations to the Fiscal Agent. This MOU
343 shall continue in effect between the remaining Parties.
 - 344 b. The Approval Authority may terminate any Party's participation in this MOU by a
345 two-thirds vote, due to failure of the Party to meet the membership eligibility
346 requirements under Section 1 of this MOU. A party whose membership in the MOU
347 is terminated must still fulfill any grant-related or contractual obligations to the
348 Fiscal Agent.

349 c. The Approval Authority may terminate this MOU at any time, for convenience and
350 without cause, by unanimous vote. Any such action of the Approval Authority shall
351 specify the date on which the termination shall be effective, which date shall be at
352 least ~~6~~ six months from the date of the Approval Authority's action to terminate the
353 MOU.

354
355 ~~23-22.~~ Jurisdiction and Venue. The laws of the State of California shall govern the
356 interpretation and performance of this MOU. Venue for any litigation relating to the
357 formation, interpretation or performance of this MOU shall be in San Francisco, CA.

358
359 ~~24-23.~~ Modification. This MOU may not be modified, nor may compliance with any of its
360 terms be waived, except by written instrument executed and approved in the same
361 manner as this MOU.

362
363 ~~25-24.~~ Cooperative Drafting. This MOU has been drafted through a cooperative effort of
364 the Parties, and all Parties have had an opportunity to have the MOU reviewed and
365 revised by legal counsel. No Party shall be considered the drafter of this MOU, and no
366 presumption or rule that an ambiguity shall be construed against the Party drafting the
367 clause shall apply to the interpretation or enforcement of this MOU.

368
369 ~~26-25.~~ Survival of Terms. The obligations of the Parties and the terms of the following
370 provisions of this Agreement shall survive and continue following expiration or
371 termination of this Agreement: Section 18.

372
373 ~~27-26.~~ Complete Agreement. This is a complete agreement and supersedes any prior oral
374 or written agreements of the Parties regarding the subject matter of this MOU,
375 including but not limited to the process for applying for and distributing grant funding
376 for the Bay Area Urban Area. Without limiting the foregoing, this ~~This~~ MOU supersedes
377 the Memorandum of Understanding between City and County of San Francisco, City of
378 San Jose, City of Oakland, Alameda County, and Santa Clara County, dated ~~July~~
379 December 1, 2011, 2007.

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381 ~~28-27.~~ Severability. Should the application of any provision of this MOU to any particular
382 facts or circumstances be found by a court of competent jurisdiction to be invalid or
383 unenforceable, then (a) the validity of other provisions of this MOU shall not be
384 affected or impaired thereby, and (b) such provision shall be enforced to the maximum
385 extent possible so as to effect the intent of the Parties and shall be reformed without
386 further action by the Parties to the extent necessary to make such provision valid and
387 enforceable.

388
389 ~~29-28.~~ Counterparts. This MOU may be executed in several counterparts, each of which is
390 an original and all of which constitutes but one and the same instrument.
391

392 | ~~30-29.~~ Notice.
393 | a. Any notices required hereunder shall be given as follows:

394 |
395 | If to the **City and County of San Francisco**, to:
396 | Anne Kronenberg, Executive Director
397 | Department of Emergency Management
398 | 1011 Turk Street
399 | San Francisco, CA 94102
400 | (415) 558-3800
401 | Anne.kronenberg@sfgov.org
402 | and
403 | ~~Raymond Guzman, Monica Fields,~~ Deputy Chief of Administration
404 | Fire Department
405 | 698 Second Street
406 | San Francisco, CA 94107
407 | (415) 558-3411
408 | ~~monica.fieldsraymond.guzman@sfgov.org~~

409 |
410 | If to the **City of Oakland**, to:
411 | Renee A. Domingo, Director of Emergency Services
412 | 1605 Martin Luther King Jr. Way, 2nd Floor
413 | Oakland, CA 94612
414 | (510) 238-3939
415 | RADomingo@oaklandnet.com

416 |
417 | If to the **City of San Jose**, to:
418 | Christopher A. Godley, CEM, Director of Emergency Services
419 | 855 North San Pedro Street, #404
420 | San José, CA 95110-1718
421 | (408) 277-4595
422 | Christopher.godley@sanjoseca.gov

Field Code Changed

423 |
424 | If to **Alameda County**, to:
425 | Richard T. Lucia, Undersheriff
426 | Alameda County Sheriff's Office
427 | 1401 Lakeside Drive 12th Floor
428 | Oakland, CA 94612
429 | (510) 272-6868 Office
430 | rlucia@acgov.org

431 |
432 | If to **Contra Costa County**, to:
433 | Mike Casten, Undersheriff
434 | Contra Costa County Sheriff's Office
435 | 651 Pine Street, 7th Floor

436 Martinez, CA 94553
437 (925) 335-1514
438 mcast@so.cccounty.us
439

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443

444 If to **Marin County**, to:
445 ~~Rick Navarro~~Dave Augustus, Captain
446 Marin County Sheriff's Office
447 3501 Civic Center Drive #145
448 San Rafael, CA 94903
449 (415) 473-7250
450 ~~rnavarro~~daugustus@marinsheriff.org

451
452 If to **Monterey County**, to:
453 Sherrie L. Collins, Emergency Services Manager
454 Office of Emergency Services
455 1322 Natividad Road
456 Salinas, CA 93906
457 (831) 796-1901
458 collinsSL@co.monterey.ca.us

Field Code Changed

459
460 If to **San Mateo County**, to:
461 Carlos G. Bolanos, Undersheriff
462 San Mateo County Sheriff's Office
463 400 County Center
464 Redwood City, CA 94063
465 (650) 599-1662
466 cbolanos@co.sanmateo.ca.us

467
468 If to **Santa Clara County**, to:
469 Emily Harrison, Deputy County Executive
470 Office of the County Executive
471 70 West Hedding, East Wing, 11th Floor
472 San Jose, CA 95110
473 (408) 299-5116
474 Emily.harrison@ceo.sccgov.org

Field Code Changed

475
476 If to **Sonoma County**, to:
477 Christopher Helgren, Emergency Services Manager
478 Sonoma County Fire and Emergency Services Department
479 2300 County Center Drive, Suite 221A

480 Santa Rosa, CA 95403
481 (707) 565-1152
482 Christopher.helgren@sonoma-county.org

Field Code Changed

483
484
485
486
487 If to ~~State of California, Cal EMAOES~~, to:
488 Brendan Murphy, ~~Acting Assistant S~~Undersecretary
489 California ~~Office of Emergency Management Agency~~Services
490 3650 Schriever Ave.
491 Mather, CA 95655
492 (916) 322-2785
493 Brendan.murphy@calema.ca.gov

- 494
- 495 b. Notices shall be deemed given when received if given in person, by facsimile or
 - 496 by electronic means (if a record of receipt is kept by the sending party showing
 - 497 the date and time of receipt) or three (3) days following deposit in the United
 - 498 States Mail, postage prepaid, to the addressees set forth in subsection (a) above.
 - 499 c. Any Party may change its contact individual and/or address for notice by giving
 - 500 written notice of the change to the other Parties and the General Manager.

501
502 The individuals executing this MOU represent and warrant that they have the legal capacity and
503 authority to do so on behalf of their respective legal entities.

504
505 The undersigned approve the terms and conditions of this MOU.
506

507 **City and County of San Francisco, California**
508
509 Signature: _____
510 By: _____
511 Title: _____
512

513 **City of Oakland, California**

514

515 Signature: _____

516 By: _____

517 Title: _____

518

519
520 **City of San Jose, California**
521 Signature: _____
522 By: _____
523 Title: _____
524

525
526
527
528
529
530
531
532

Alameda County, California

Signature: _____

By: _____

Title: _____

533

534 **Contra Costa County, California**

535

536 Signature: _____

537 By: _____

538 Title: _____

539

540
541
542
543
544
545
546

Marin County, California

Signature: _____

By: _____

Title: _____

547

548 **Monterey County, California**

549

550 Signature: _____

551 By: _____

552 Title: _____

553

554
555
556
557
558
559
560

San Mateo County, California

Signature: _____

By: _____

Title: _____

561
562 **Santa Clara County, California**
563
564 Signature: _____
565 By: _____
566 Title: _____
567

568
569
570
571
572
573
574

Sonoma County, California

Signature: _____

By: _____

Title: _____

080813

AGENDA ITEM # 7

APPENDIX B

UPDATED BY-LAWS WITH
CHANGES TRACKED

1 **BAY AREA URBAN AREA SECURITY INITIATIVE (UASI)**
2 **APPROVAL AUTHORITY**

3
4 **BY-LAWS**

5
6 | **Approved by the Approval Authority on August 18, ~~2011~~2013**
7

8 |
9 **ARTICLE I – FORMATION**

10
11 | The Bay Area Urban Area Security Initiative Approval Authority (“Approval Authority”)
12 | was established by a Memorandum of Understanding between the City and County of
13 | San Francisco, the City of Oakland, the City of San Jose, the County of Alameda and
14 | the County of Santa Clara, dated July 1, 2006. A successor Memorandum of
15 | Understanding between the same parties, dated July 1, 2007, continued the Approval
16 | Authority. A new Memorandum of Understanding dated December 1, 2011 (“2011
17 | MOU”) was entered by the initial parties and the following additional government entities
18 | from the Bay Area Urban Area: County of Contra Costa, County of Marin, County of
19 | Monterey, County of San Mateo and County of Sonoma. The entities are collectively
20 | referred as parties. The 2011 MOU expires on December 1, 2013. The parties intend to
21 | establish a new 2013 MOU prior to the expiration of the 2011 MOU. ~~is the current~~
22 | ~~controlling document for the Approval Authority.~~
23

24 |
25 **ARTICLE II – PURPOSE**

26
27 | The Approval Authority provides overall governance of the Urban Area~~ss~~ Security
28 | Initiative (“UASI”) homeland security grant program, as well as other grant programs
29 | under the jurisdiction of the Approval Authority, across the Bay Area Urban Area. In
30 | addition to the UASI grant program, the Approval Authority has voted to assume
31 | jurisdiction, to the extent permitted by grant guidelines, over the Regional Catastrophic

32 Preparedness Grant Program (“RCPGP”) and the Interoperable Emergency
33 Communication Grant Program (“IECGP”). The Approval Authority coordinates
34 development and implementation of all grant projects, programs and initiatives, and
35 ensures compliance with grant program requirements, as more fully set forth in the ~~2014~~
36 2013 MOU.

37

38 **ARTICLE III – MEMBERS AND REPRESENTATIVES**

39

40 The Members of the Approval Authority are **City of Oakland, City of San Jose, City**
41 **and County of San Francisco, County of Alameda, County of Contra Costa,**
42 **County of Marin, County of Monterey, County of San Mateo, County of Santa**
43 **Clara and County of Sonoma.** Each Member shall select primary and alternate
44 Representatives to the Approval Authority, as specified in the ~~2014-2013~~ MOU. The
45 City and County of San Francisco shall select two primary and two alternate
46 Representatives. Unless expressly specified in these By-laws, a reference to a
47 Member’s Representative is to the Member’s primary Representative.

48

49 **ARTICLE IV – OFFICERS AND GENERAL DUTIES**

50

51 Section 4.1. Selection of ~~the Co-Chairs. -and Vice-chair.~~ The officers of the Approval
52 Authority are ~~the two Co-Chairs. One of the Co-Chairs shall be from the same~~
53 jurisdiction as the Fiscal Agent. The other Co-Chair shall be elected by the Approval
54 Authority from among the Members’ primary Representatives on an annual basis a-and
55 Vice-chair. At the first December Approval Authority meeting ~~these By-Laws take effect,~~
56 and thereafter at the first regular meeting of each Municipal fiscal year. The elected Co-
57 Chair shall not be from the same jurisdiction as the Fiscal Agent and the other Co-Chair.
58 , the Approval Authority shall elect a Chair and Vice-chair from among the Member’s
59 primary Representatives. Alternate Representatives cannot serve as the Chair or Vice-
60 chair of the Approval Authority.

61

62

63 | ~~Section 4.2. Term of the Co-Chairs. The Co-Chair that is representing the same~~
64 | ~~jurisdiction as the Fiscal Agent may serve continuous terms. and Vice-chair. Except~~
65 | ~~for the initial term, which may be less than one year, †The elected Co-Chair and Vice-~~
66 | ~~chair shall serve a one-year term and. A Representative may not serve more than two~~
67 | ~~consecutive terms as Co-Chair or Vice-chair. If the elected the Co-Chair is unable to~~
68 | ~~complete his or her term, the Vice-chair shall become Chair for the remaining period of~~
69 | ~~the Chair's term, and the Approval Authority shall elect a new ViceCo-Ce~~
70 | ~~chair at the next regularly scheduled meeting to serve the remaining period of the ViceCo-chair's Chair's~~
71 | ~~term.~~

72 |
73 | ~~Section 4.32. Duties of the Co-Chairs. The Co-Chairs shall perform the following~~
74 | ~~duties:~~

- 75 |
76 | (a) Approve the agenda for all Approval Authority meetings.
77 | (b) Preside over all meetings of the Approval Authority. ~~The Co-Chairs shall~~
78 | ~~alternate chairing the Approval Authority meetings.~~
79 | (c) Call special meetings of the Approval Authority outside of the regular
80 | meeting schedule, subject to Section 6.3 (Special Meetings), below.
81 | (d) Cancel a meeting of the Approval Authority, but only if there is no quorum
82 | or a declared local, state, or national emergency that impacts the Bay
83 | Area Urban Area.
84 |

85 | ~~Both Co-Chairs must be in agreement on the above duties. If one of the Co-Chairs is~~
86 | ~~unavailable to attend an Approval Authority meeting or exercise the duties outlined~~
87 | ~~above, that Co-Chair shall notify the other Co-Chair and cede his or her responsibilities~~
88 | ~~for the specified time that he or she is unavailable.~~

89 |
90 |
91 | ~~Section 4.4. Duties of the Vice-chair. The Vice-chair shall fulfill the duties of the Chair-~~
92 | ~~any time when the Chair is unavailable, or when so designated by the Chair.~~
93 |

94 **ARTICLE V – COMMITTEES AND WORK GROUPS**

95

96 ~~Section 5.1. Personnel Committee. The Chair shall appoint three Approval~~
97 ~~Authority Representatives to a standing Personnel Committee, and select one of~~
98 ~~those Representatives to serve as the Chair of the Committee, one of the~~
99 ~~Representatives must be from the Fiscal Agent jurisdiction. The Personnel~~
100 ~~Committee shall:~~

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101 ~~_____ (a) Prepare proposed minimum qualifications, as well as any proposed~~
102 ~~desired and preferred qualifications, for the General Manager position, for approval by~~
103 ~~the Approval Authority.~~

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104 ~~_____ (b) Prepare proposed duties for the General Manager, as well as proposed~~
105 ~~performance goals and expectations, for approval by the Approval Authority.~~

106 ~~_____ (c) Conduct an annual performance evaluation of the General Manager, and~~
107 ~~interim evaluations as determined by the Chair of the Committee, and submit a~~
108 ~~recommend annual performance evaluation to the Approval Authority for action.~~

109 ~~_____ (d) Recommend removal of the assigned General Manager to the Approval~~
110 ~~Authority for action.~~

111
112 ~~Section 5.2. Advisory Group. The UASI Approval Authority will establish an Advisory~~
113 ~~Group to advise the Approval Authority on matters under the jurisdiction of the Approval~~
114 ~~Authority.~~

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115
116 ~~(a) Purpose: The advisory group is to support the UASI Approval Authority in making~~
117 ~~decisions, by gathering information, analyzing information, having dialogue and~~
118 ~~making recommendations to the Approval Authority.~~

119 ~~(b) Membership: Operational Area/Urban City/Significant Partners to provide one~~
120 ~~person and one alternate with the ability to include subject matter experts as needed.~~

- 121 ~~Oakland~~
- 122 ~~San Francisco~~
- 123 ~~San Jose~~
- 124 ~~Alameda~~
- 125 ~~Contra Costa~~
- 126 ~~Marin~~
- 127 ~~Monterey~~
- 128 ~~Napa~~
- 129 ~~San Benito~~
- 130 ~~San Mateo~~
- 131 ~~Santa Clara~~
- 132 ~~Santa Cruz~~
- 133 ~~Solano~~
- 134 ~~Sonoma~~
- 135 ~~Fusion Center~~
- 136 ~~CalEMA~~

137 ~~(e) — Chair and Co-Chair: The Advisory Group will identify a Chair and a Co-Chair that~~
138 ~~will serve one year terms to run from July 1-June 30. The person will be selected from~~
139 ~~within the group by the group.~~

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140 ~~(d) —~~

141 ~~(e) — Staff Support: UASI Mgt Team will provide staff support to the Advisory Group to~~
142 ~~include meeting protocol management, taking and maintenance of minutes.~~

143 ~~(f) —~~

144 ~~(g) — Meetings: The Advisory Group will meet on a regular schedule consistent with~~
145 ~~the schedule set for the Approval Authority to accommodate for reasonable information-~~
146 ~~exchange. All meetings will be conducted subject to the same open meeting~~
147 ~~requirements of the UASI Approval Authority.~~

148 ~~(h) — Reports: At each regular meeting of the Approval Authority, a member of~~

149 ~~(i) — the Advisory Group shall report on significant actions or issues considered by the~~
150 ~~Group since the last Approval Authority meeting.~~

151 ~~(j)~~

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153 Section 5.31. Regional Working Groups. The General Manager may create discipline-
154 specific and/or functionally-determined advisory groups or working groups to make
155 comprehensive assessments and recommendations that address risk reduction, ~~and~~
156 ~~increased~~ capabilities on a regional basis, vet regional project proposals, and review
157 grant allocations. These regional working groups may elect Chairs from among their
158 memberships.

159

160

161

162 **ARTICLE VI – APPROVAL AUTHORITY MEETINGS**

163

164 Section 6.1. Open Meeting Policy. It is the policy of the Approval Authority to conduct
165 official business through open and public meetings. The Approval Authority shall
166 conduct its meetings, and the meetings of any committees established by the Approval
167 Authority in compliance with the Ralph M. Brown Act, California Government Code
168 §54950 *et seq.* (the “Brown Act”).

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169

170 Section 6.2. Regular Meetings. The Approval Authority shall meet at 10:00 a.m. on the
171 second Thursday of the month during the following months: January, February, March,
172 April, May, June, July, August, September, October, November and December.

173

174 | Section 6.3. Special Meetings. The Co-Chairs may call special meetings with ten (10)
175 business days advance notice. In addition, a majority of the Representatives of the
176 Approval Authority may call a special meeting by vote at a noticed meeting. Materials
177 for a special meeting may be distributed at the meeting, with the exception of the
178 meeting agenda, which must be distributed and posted publicly 72-24 hours in advance
179 of the meeting, per the Brown Act.

180

181 | Section 6.4. Meeting Agenda. The Co-Chairs shall set the agenda for Approval
182 Authority meetings. Approval Authority Representatives and the General Manager may
183 request the Co-Chairs to include items on the agenda. Each agenda shall specify the
184 date, time and location of the meeting and contain a meaningful description of each item
185 of business to be transacted or discussed. Agendas must also include information
186 regarding the location where members of the public may inspect agenda materials
187 distributed to the Approval Authority fewer than 72 hours before a meeting, as well as
188 information on accommodation for persons with disabilities.

189

190 | Section 6.5. Submitting Materials for Regular Meeting Agenda Items. The General
191 Manager or other person designated to present an agenda item shall prepare and
192 submit materials for that item to the Co-Chairs no less than ten (10) calendar days
193 before the meeting, using the Approval Authority Agenda Item Template. (Appendix A)

194

195 | Section 6.6. Distribution of Meeting Materials. Except as described in Section 6.3
196 (Special Meetings), at least seven (7) calendar days before an Approval Authority
197 meeting, the General Manager shall distribute to all primary Representatives a meeting
198 agenda, approved by the Co-Chairs, along with any supporting or supplementary
199 materials, including staff reports on agenda items. The General Manager shall also post
200 the agenda.

201

202 | (a) *Distribution to Representatives.* The General Manager shall distribute the
203 meeting agenda via email to Approval Authority Representatives. At the

204 written request of a Representative, the General Manager will also
205 distribute the agenda to that individual by any other means, including U.S.
206 mail or fax. In addition, a Representative may identify in writing up to
207 three (3) additional persons, such as the Representative's assistant or
208 officials of the Representative's Member, to whom the General Manager
209 shall distribute the agenda.

210 (b) *General Posting.* The General Manager shall post the agenda at the
211 meeting location and on the UASI website. Except with regard to special
212 meetings, the ~~The~~ General Manager shall post on the website all public
213 materials for the meeting at least 72 hours before the meeting, and to the
214 extent practicable, seven (7) calendar days before the meeting.

215 (c) *Other Distribution.* Members of the public may submit a written request to
216 the General Manager to receive copies of Approval Authority agenda
217 and/or agenda materials. A written request shall be valid for the calendar
218 year in which it is submitted, and must be renewed following January 1 of
219 each year. The General Manager shall provide a copy of the agenda
220 and/or agenda materials by email or U.S. mail to each person with a
221 current written request submitted to the General Manager.
222

223 Section 6.7. Meeting Minutes. The General Manager shall prepare minutes of each
224 Approval Authority meeting and submit them to the Approval Authority Representatives.
225 ~~The no later than 14 calendar days after the meeting. In addition, the Co-Chairs shall~~
226 ~~place make~~ the draft minutes available and subject to review and on the agenda for
227 approval at the next regularly scheduled Approval Authority meeting. The General
228 Manager shall post approved minutes on the UASI website ~~within 14 calendar days~~
229 following the meeting where the minutes are approved. Meeting minutes shall include
230 the following information:

- 231 (a) All actions by motion, including dissenting votes;
- 232 (b) Documents filed, including staff reports;
- 233 (c) Brief sSummary of discussion; and
- 234 (d) Public comments

235

236 Section 6.8 Audio Recordings. The General Manager shall ensure that all meetings of
237 the Approval Authority and any committees of the Approval Authority are audio
238 recorded. Except for closed sessions, the recordings are public records, available upon
239 request, and posted to the UASI website at <http://bayareauasi.org>.

240

241 Section 6.9. Closed Session. The Approval Authority may meet in closed session as
242 permitted by law. Notice of the closed session must be included in the meeting agenda
243 and public comment may be given in accordance with the Brown Act. --The Approval
244 Authority must vote to enter closed session. The Co-Chairs shall report publicly any
245 action taken in closed session as required by law or as determined by vote of the
246 Approval Authority.

247

248 Section 6.10. Order of Business. Meetings of the Approval Authority shall proceed as
249 set forth in the agenda, except that the Co-Chairs may call items out of order for any
250 reasonable purpose, or Members may request a change in the order of agenda items by
251 a majority vote of the Board.

252

253 Section 6.11 Electronic Messaging During Meetings.

254 Text messaging during a meeting could enable a ~~member~~-Member to surreptitiously
255 communicate with another ~~member~~-Member or interested parties, or receive evidence
256 or direction as to how to vote, from an outside party, that other ~~members~~-Members of
257 ~~the body~~ and the parties do not see. These circumstances may undermine the integrity
258 of the proceeding and raise due process concerns.

259

260 Text messaging or use of other personal electronic communications devices during any
261 meeting of a policy body presents serious problems. The Brown Act and Sunshine
262 Ordinance presume that public input during a meeting will be “on the record” and visible
263 to those who attend or review a tape of the meeting. But members of the public will not
264 observe the text messages that ~~members~~-Members of the policy body receive during
265 the meeting. Hence the public will not be able to raise all reasonable questions

266 | regarding the basis for the policy body's actions. And text messaging among ~~members-~~
267 | Members of the policy body concerning an agenda item or other business of the body
268 | could lead to an unlawful seriatim meeting in the midst of a formal meeting. _

269 |
270 | Text messaging related to meeting agenda items is strictly prohibited. -and any text
271 | messaging during meetings is strongly discouraged.-
272 |

273 | Section 6.1112. Public Participation. It is the policy of the Approval Authority to
274 | encourage and permit public participation and comment on matters within the Approval
275 | Authority's jurisdiction, as follows.

276 |
277 | (a) *Public Comment on Agenda Items.* The Approval Authority will take public
278 | comment on each item on the agenda. The Approval Authority will take
279 | public comment on an action item before the Approval Authority takes
280 | action on that item. Persons addressing the Approval Authority on an
281 | agenda item shall confine their remarks to the particular agenda item. For
282 | each agenda item, each member of the public may address the Approval
283 | Authority once, for up to three minutes. The Co-Chairs may limit the
284 | public comment on an agenda item to less than three minutes per
285 | speaker, based on the nature of the agenda item, the number of
286 | anticipated speakers for that item, and the number and anticipated
287 | duration of other agenda items.

288 | (b) *General Public Comment.* The Approval Authority shall include general
289 | public comment as an agenda item at each meeting of the Approval
290 | Authority. During general public comment, each member of the public
291 | may address the Approval Authority on matters within the Approval
292 | Authority's jurisdiction. Issues discussed during general public comment
293 | must not appear elsewhere on the agenda for that meeting. Each
294 | member of the public may address the Approval Authority once during
295 | general public comment, for up to three minutes. The Co-Chairs may limit
296 | the total general public comment to 30 minutes and may limit the time

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297 allocated to each speaker depending on the number of speakers during
298 general public comment and the number and anticipated duration of
299 agenda items.

300 (c) *Comment, Not Debate.* Approval Authority Representatives and other
301 persons are not required to respond to questions from a speaker.
302 Approval Authority Representatives shall not enter into debate or
303 discussion with speakers during public comment, although Approval
304 Authority Representatives may question speakers to obtain clarification.
305 Approval Authority Representatives may ask the General Manager to
306 investigate an issue raised during public comment and later report to the
307 Approval Authority. The lack of a response by the Approval Authority to
308 public comment does not necessarily constitute agreement with or support
309 of comments made during public comment. The Approval Authority is not
310 permitted to take any action with respect to items that are not on a
311 meeting agenda, absent special circumstances and in compliance with the
312 Brown Act.
313

314

315 **ARTICLE VII – GENERAL MANAGER AND MANAGEMENT TEAM**
316

317 Section 7.1. General Manager. The assignment of the General Manager, including
318 selection, duties, evaluation, and removal, shall be governed by the 2011-2013 MOU
319 and these By-laws. The General Manager shall:

- 320
- 321 (a) Act in accordance with the 2011-2013 MOU, these By-laws, and any
322 policies and procedures established by the Approval Authority.
 - 323 (b) Establish proposed criteria, rationale, and methodology, consistent with
324 grant guidelines, for selecting governmental entities from within the Bay
325 Area Urban Area for either direct or indirect representation. The Approval
326 Authority shall approve the criteria, rationale and methodology and the
327 selection of jurisdictions for direct or indirect representation.

- 328 (c) Make reasonable efforts to balance regional representation on the
329 Management Team.
- 330 (d) Direct and manage the work of the personnel assigned to the
331 Management Team; to support the Approval Authority initiatives and
332 projects. The General Manager shall carry out this responsibility by
333 appropriate means determined in his or her sole discretion, including but
334 not limited to setting job duties and responsibilities, performance goals
335 and expectations, conducting performance plans and evaluations,
336 directing corrective action plans, and removing personnel from an
337 assignment to the Management Team, with or without cause at any time;
338 however, the employing jurisdiction retains all power to issue written
339 reprimands or suspensions to personnel assigned to the Management
340 Team.
- 341 (e) Regularly report on the status of recruitment for positions in the
342 Management Team. Recruitments for positions in the Management Team
343 shall be open, competitive, and fair.
- 344 (e) At the last regularly scheduled meeting of the fiscal year, present to the
345 Approval Authority information on individuals selected for assignment to
346 the Management Team. The General Manager shall provide ~~at least the~~
347 ~~following information: criteria used for recruitment of position, job~~
348 ~~description, resume for the employee,~~ and compensation (as set by the
349 employing agency) for review and approval. All new positions require
350 approval of the job description and compensation by the Approval
351 Authority prior to effect, further, any changes to compensation other than
352 normal business must be approved by the Approval Authority.
- 353 (f) At the last regularly scheduled meeting of the fiscal year, submit a
354 recommended annual work plan for the upcoming year, for the General
355 Manager and Management Team, for approval by the Approval Authority.
356 The annual work plan shall include specific deliverables and timelines, as
357 well as an organizational chart for the Management Team. During the
358 course of the year, the General Manager shall present any proposed

359 changes to the work plan to the Approval Authority for its review and
360 approval.

361

362 Section 7.2. Performance Review. ~~The Fiscal Agent, as the hiring manager for the~~
363 ~~General Manager, shall. The Personnel Committee shall~~ conduct an annual performance
364 review of the General Manager ~~with input from the Approval Authority. , as well as~~
365 ~~interim evaluations as determined by the Chair of the Personnel Committee. The~~
366 ~~performance review shall be provided to the Fiscal Agent as the hiring authority for the~~
367 ~~General Manager.~~

368

369 Section 7.3. Management Team. The General Manager may select personnel for
370 assignment to the Management Team as provided in the ~~2014-2013~~ MOU.

371

372 Section 7.4. Management Team Functions and Duties. Under the direction and
373 supervision of the General Manager, the personnel assigned to the Management Team
374 shall perform functions and duties in support of the grant programs under the jurisdiction
375 of the Approval Authority, and shall:

376

- 377 (a) Act in accordance with the ~~2014-2013~~ MOU, these By-laws, and any
378 policies and procedures established by the Approval Authority.
- 379 (b) Oversee and execute all administrative tasks associated with application
380 for and distribution of grant funds and programs.
- 381 (c) Coordinate and manage any advisory and working groups, and serve as
382 the liaison between those groups to ensure regional coordination and
383 collaboration.
- 384 (d) Maintain all records associated with the activities of the Approval
385 Authority, Management Team and any advisory and working groups,
386 including but not limited to records regarding application, funding and
387 disbursement processes for grants under the jurisdiction of the Approval
388 Authority.
- 389 (e) Provide regional coordination, monitoring, and appropriate oversight and

- 390 management of grant funded projects and programs.
- 391 (f) Work with any advisory and working groups, as well as appropriate Bay
- 392 Area stakeholders, to obtain input and make recommendations to the
- 393 Approval Authority on application for and allocation and distribution of
- 394 grant funds under the jurisdiction of the Approval Authority, and policy and
- 395 programmatic objectives in alignment with the federal grant guidelines and
- 396 the regional, state and federal homeland security strategies.
- 397 (g) Perform additional functions, duties and responsibilities as determined and
- 398 established by the General Manager.

399

400 Section 7.5. Budget. At the last regularly scheduled meeting of the fiscal year, the

401 General Manager shall submit a recommended annual Management Team budget, for

402 approval by the Approval Authority. The budget shall include recommendations for the

403 upcoming fiscal year, for all staff and consultant resources, training, and travel

404 expenses of the Management Team.

405

406 Section 7.6 General Manager's Reports. At each Approval Authority meeting, the

407 General Manager shall provide a written report and oral summary that describes the

408 following:

409

- 410 (a) All management activities related to grant projects and initiatives.
- 411 (b) Recommendations and major issues raised by any ~~Advisory~~ advisory
- 412 ~~Group~~ group or working group.
- 413 (c) Any proposed changes to the annual Management Team Work Plan, for
- 414 approval by the Approval Authority before implementation.

415

416 In addition, the General Manager shall provide written quarterly financial reports, with an

417 oral summary at the meeting, that include grant expenditures and a summary of travel

418 and training expenses for the Management Team for the previous quarter.

419

420

421 **ARTICLE VIII – GRANT INVESTMENTS AND ADMINISTRATION**

422

423 Section 8.1. UASI Grant Allocation Methodology. The Approval Authority shall use a risk
424 and capability-based methodology to apply for and allocate grant funds. To be eligible
425 for funding, jurisdictions within the Bay Area UASI must participate in the risk and
426 capability assessment process on an annual basis. In addition, those jurisdictions must
427 be able to sign the grant assurances and comply with all federal, state, and local
428 requirements.

429

430 Section 8.2 Overarching UASI Grant Funding Policies. Investment of UASI grant funds

431 must:

432

- 433 (a) Have a high threat, high density urban area terrorism focus.
- 434 (b) Build regional capabilities, defined as capabilities for two or more counties.
- 435 (c) Enhance regional preparedness and directly support the national priority
436 on expanding regional collaboration in the National Preparedness
437 Guidelines.
- 438 (d) Align with the Bay Area Urban Area homeland security strategy and
439 demonstrate a clear correlation between the goals, objectives, and
440 priorities identified in the strategy.
- 441 (e) Support the federal investment strategy.
- 442 (f) Incorporate the DHS grant program funding priorities as well as the
443 relevant national priorities.

444

445 Section 8.3. Grant Application.

446

- 447 a) The Management Team shall prepare grant applications for review and
448 approval by the Approval Authority.
- 449 b) The UASI grant application shall include ~~the~~ grant project informations, the
450 amount of proposed funding for each project and the proposed break-
451 down of the funding for that project by solution area (-category) POETE –

- 452 | planning, organization, equipment, training, and exercise), and the
453 | jurisdictions proposed to receive the funding along with the amount of
454 | funding proposed for each jurisdiction. For projects that are regional
455 | initiatives, the Management Team shall provide a description of the
456 | regional initiative and the amount of the proposed funding, without any
457 | proposed allocation of funds to specific jurisdictions.
- 458 | c) For all other grants, the grant application shall include the grant projects
459 | and the amount of the proposed funding for each project. If consistent
460 | with grant guidelines, the application shall designate the jurisdictions
461 | proposed to receive funding and the amount proposed to be allocated to
462 | each jurisdiction.
- 463 | d) The Approval Authority shall, when practical, approve the grant application
464 | at least four weeks prior to submittal to Cal EMA OES.
- 465 | e) The General Manager is authorized to adjust a grant application to
466 | conform to required changes from Cal EMA OES or the applicable federal
467 | granting agency. The General Manager shall report back any adjustments
468 | made to the Approval Authority at the next regularly scheduled meeting.

469 |
470 | Section 8.4. Grant Award.

471 | The General Manager shall report to the Approval Authority on a grant award received
472 | from Cal EMA OES, at the next regular meeting following the award.

- 473 | a) For the UASI grant, if the award is less than the application amount, the
474 | General Manager, ~~after consulting with the Advisory Groups,~~ shall
475 | submit recommendations for reallocation to the Approval Authority for
476 | approval. The reallocation recommendation shall include the grant
477 | projects, the amount of proposed funding for each project and the
478 | proposed break-down of the funding for that project by category/solution
479 | area (POETE – planning, organization, equipment, training, and
480 | exercise), and the jurisdictions proposed to receive the funding along with
481 | the amount of funding proposed for each jurisdiction.
- 482 | b) For the RCPGP grant, the General Manager, after consulting with the

483 Regional Catastrophic Planning Team, shall submit recommendations for
484 allocation of grant funds to selected sub-recipients and/or contractors or
485 consultants.
486 c) For the IECGP grant, the General Manager shall report the allocation of
487 grant funds as determined by the Capitol Bay Planning Area.
488 d) For any other grants under the jurisdiction of the Approval Authority, the
489 Approval Authority shall adopt requirements consistent with the grant
490 guidelines by vote of the Approval Authority.
491

492 Section 8.5. Allocation of UASI Grant Funds for Regional Initiatives. –

493 After receiving a UASI grant award for a regional initiative identified in the application,
494 the General Manager shall conduct any selection process required by the grant
495 guidelines to identify a sub-recipient jurisdiction to a non-executive sponsor for the initiative,
496 unless otherwise designated in the award or unless otherwise previously approved by
497 the Approval Authority. In such cases, the General Manager shall report to the
498 Approval Authority on the selection process, and shall identify the proposed executive-
499 sub-recipient jurisdiction sponsor to the Approval Authority for approval and for
500 allocation by the Approval Authority of the grant funds for the initiative. ~~The executive-~~
501 ~~sponsor shall be responsible for management of the grant.~~
502

503 Section 8.6. Modification of Grant Allocations. The General Manager is authorized to
504 modify the Approval Authority's allocation of grant funds as follows:

- 505
- 506 a) Within a grant project, approve scope changes requested by sub-recipient
507 jurisdictions as long as such scope changes are budget neutral and are
508 consistent with the original project goals and objectives as stated in the
509 project proposal, the Bay Area Homeland Security Strategy, and/or FEMA
510 requirements.
- 511 b) Within a grant project, the General Manager may reallocate funds up to a
512 cumulative total of \$250,000. This authority allows the General Manager
513 to add or subtract from modify the allocation by \$250,000. Any changes

Comment [cs1]: This section has been modified to be consistent with Item 6 from the Approval Authority meeting September 13, 2012 (See link [here](#)).

514 must be consistent with the original project goals and objectives as stated
515 in the project proposal, the Bay Area Homeland Security Strategy, and/or
516 FEMA requirements. The General Manager shall report such project
517 budget changes under \$250,000 to the Approval Authority on a biannual
518 basis. The General Manager shall bring any budget change that exceeds
519 \$250,000 to the Approval Authority for approval prior to the change.
520 ~~transferring funds between solution areas (i.e., planning, training,~~
521 ~~equipment, exercises, and organization) categories within a project, as~~
522 ~~defined by the approved project proposal,, or between among jurisdictions~~
523 ~~that have received grant funds for that project.~~

524 c) This authority also allows the General Manager to mReallocateedify
525 allocations projects across from one grant year to another grant year s for
526 a particular project, for the purpose of expending grant funds within
527 applicable grant performance periods, in essence allowing approved
528 projects a longer time period for completion. The General Manager must
529 report to the Approval Authority any timeline changes for projects with
530 budgets over \$250,000 that delay the final project completion date by
531 more than six months.

532 ~~a) . The General Manager shall report back any reallocations to the~~
533 ~~Approval authority at the next regularly scheduled meeting. In addition,~~
534 ~~the General Manager shall bring any modification that exceeds \$250,000~~
535 ~~individually or cumulatively for a project to the Approval Authority for~~
536 ~~approval prior to the modification.~~

537 ~~b) For grant funds allocated to a subrecipient jurisdiction, the General~~
538 ~~Manager may reallocate fund to that jurisdiction up to a cumulative total of~~
539 ~~\$250,000 per grant year. This authority also allows the General Manager~~
540 ~~to modify allocations to that jurisdiction across grant projects and~~
541 ~~categories. The General Manager shall bring any modifications requested~~
542 ~~by a jurisdiction that exceeds \$250,000 individually or cumulatively to the~~
543 ~~Approval Authority for approval.~~

544 d) The General Manager shall O-obtain the appropriate approvals from Cal

545 ~~EMA-OES~~ for grant modifications.
546 e) ~~Pursuant to the grants policies and procedures manual, propose solutions~~
547 ~~to the Approval Authority for when funding becomes available because the~~
548 ~~sub-recipient jurisdiction is unable or no longer interested to implement~~
549 ~~project goals and objectives as originally approved by the Approval~~
550 ~~Authority or expenditures for a project are lower than originally budgeted.~~
551 e) _____
552

553 Section 8.7 Fiscal Agent. Per the Department of Homeland Security Grant Guidelines,
554 the State Administrative Agent (SAA) is responsible for ensuring compliance with
555 fiduciary and programmatic administration requirements of the UASI Program, as such it
556 must identify a Point of Contact for the applications and acceptance of grant funds. This
557 responsibility may be undertaken on behalf of the Bay Area Urban Area by any qualified
558 ~~member~~ Member of the Approval Authority, as identified and approved by the SAA.
559

- 560 a) _____ ~~a)~~ The ~~fiscal agent~~ Fiscal Agent shall:
561
- 562 1) Be a party to the Bay Area ~~USA-UASI~~ Memorandum of
563 Understanding.
 - 564 2) Have the financial ability to advance funding for grants in
565 advance of reimbursement from the Department of Homeland
566 Security or other Federal or State granting agencies.
 - 567 ~~3)~~ 3) Have the legal authority to apply for Federal assistance and
568 have the institutional, managerial and financial capability to
569 ensure proper planning, management and completion of the
570 grant provided by the U.S. Department of Homeland Security
571 (DHS)/Federal Emergency Management Agency (FEMA) and
572 sub-granted through the State of California, California Office of
573 Emergency ~~Management Agency~~ Services (Cal ~~EMA~~ OES).
 - 574 4) Be able to assume responsibility as the Fiscal Agent, and in
575 doing so to not disrupt the orderly business of the Approval

576 | Authority or the administration of existing grants and projects
577 | ~~3)~~ Have certification by an independent Certified Public Accountant
578 | (CPA) that criteria #2-4 above can be successfully met
579 | ~~5)~~ _____
580 |

581 | ~~(b) b)~~ _____ Fiscal agent responsibilities shall include:
582 |

- 583 | 1) ~~1)~~ Serve as sub-grantee for UASI funds and other program
584 | grant funds ~~—~~granted by DHS and Cal ~~EMA-OES~~ and establish
585 | procedures and execute sub-~~—~~recipient agreements for
586 | distribution.
- 587 | 2) ~~2)~~ Serve as the UASI region point of contact with U.S.
588 | Department of Homeland Security (DHS)/Federal Emergency
589 | Management Agency(FEMA) and the State of California, California
590 | Office of Emergency Management Agency Services (Cal EMAOES).
591 | 3) ~~3)~~ Ensure that all allocations and use of funds are in
592 | accordance with the Homeland Security Grant Program Guidance
593 | and Application Kit, and the California Supplement to the Homeland
594 | Security Grant Program Guidance and Application Kit. Grant
595 | funding must support the goals and objectives of the Approval
596 | Authority, the State and/or Urban Area Homeland Security
597 | Strategies as well as the investments identified in the Investment
598 | Justifications submitted as part of the California Homeland Security
599 | Grant Program application.
- 600 | 4) ~~4)~~ Establish and maintain procedures and provide all financial
601 | services for distribution of UASI and other program grant funds.
- 602 | 5) ~~5)~~ Comply with all applicable Federal statutes, regulations,
603 | policies, guidelines and requirements, including OMB Circulars
604 | A102 and A-133, E.O. 12372 and the current Administrative
605 | Requirements, Cost Principles, and Audit Requirements.
- 606 | 6) ~~6)~~ Provide progress reports and other such information as may

607 be required by the Approval Authority and/or the awarding agency.
608 ~~7) — 7) —~~ Cooperate with any assessments, evaluation efforts, and
609 information or data collection requests, including, but not limited to,
610 the provision of any information required for the assessment or
611 evaluation of any activities within this agreement.

612 ~~7) —~~
613 ~~8) — 8) —~~ Meaningfully assist during any transition of ~~fiscal agent~~
614 responsibilities ~~to to another~~ ~~member Member~~ agency.

615 ~~8) —~~
616 ~~9) —~~
617 c) At any time during the term of this Memorandum of Understanding, any
618 ~~member Member~~ of the Approval Authority may, by written notice to the
619 ~~Co-Chairs~~ of the Approval Authority, request consideration of the Approval
620 Authority to assume the role of Fiscal Agent. The Fiscal Agent must meet
621 all of the criteria specified in section 8.7 (a) above,

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622 ~~d) The process for selecting an alternative fiscal agent shall include the~~
623 ~~requirements and elements upon which to evaluate competing applications~~
624 ~~including the Approval Authority setting minimum financial standards to be~~
625 ~~certified by an independent body or authority. Further, the transition shall~~
626 ~~be completed in a fashion so as not to disrupt the orderly business of the~~
627 ~~Approval Authority or the administration of existing grants and projects and~~
628 ~~upon the approval of the legislative body of the Approval Authority members~~
629 ~~and after execution or approval of all necessary documents.~~

630
631
632 Section 8.8. ~~Policies and Procedures Manual. The General Manager shall prepare-~~
633 General Manager shall maintain a Bay Area UASI Grant Policies and Procedures
634 Manual. ~~This Manual shall, which shall~~ outline policies and procedures for grant
635 allocations and expenditures, grant management and administration, and any other
636 applicable requirements. ~~The Polices and Procedures Manual shall be effective when~~
637 ~~adopted by the Approval Authority.~~

638
639
640 ~~Section 8.9. Amendment of the Policies and Procedures Manual. At least annually, the~~
641 ~~General Manager shall review the Policies and Procedures Manual, and any changes in~~

642 | ~~grant guidelines or other requirements, and present a report to the Approval Authority~~
643 | ~~either recommending proposed changes to the Manual or confirming that the Manual~~
644 | ~~remains current and in compliance with grant guidelines and other requirements. In~~
645 | ~~addition, a~~Any Approval Authority Representative or the General Manager may present
646 | proposed changes to the Policies and Procedures Manual at any time. Any
647 | amendments to the Policies and Procedures Manual shall be effective only if and when
648 | adopted by the Approval Authority.
649 |

650 | **ARTICLE IX – GOVERNING AUTHORITY; DEFINED TERMS**

651 |

652 | The Approval Authority shall operate in accordance with the ~~2011-2013~~ MOU. Any
653 | portion of the By-laws or any other procedural document that conflicts with the ~~2011-~~
654 | ~~2013~~ MOU is null and void to the extent of such conflict. Capitalized terms not defined
655 | herein shall have the meaning ascribed to them in the 2013 MOU.
656 |

656 |

657 | _____

658 **ARTICLE X – AMENDMENT OF THE BY-LAWS**

659

660 These By-laws may be amended by two-thirds vote of the Approval Authority.

661 Amendment to the By-laws must be made as a public agenda item at an Approval

662 Authority meeting.

663

664 **ARTICLE XI – EFFECTIVE DATE**

665 These By-laws are effective beginning the first regular meeting after adoption.

666 Appendix A

667 *Approval Authority Agenda Item Template*

668 *To:* *Bay Area UASI Approval Authority*

669 *From:* *UASI Staff*

670

671 *Date:*

672

673 *RE:* *Item # ____: ITEM TITLE*

674

675 ***Recommendation:***

676

677

678 *Action or Discussion Item:*

679

680

681

682 *Background:*

683 *-*

684

685

686 *Discussion/description:*

687

688

689 *Budget or Fiscal Impact:*

690

691

692

693 ***Staff Recommendation:***

694

695

696

697 | Action Requested of the UASI Approval Authority: