



Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Raymond Riordan

SUBJECT: See Below

DATE: April 6, 2026

Approved

Date:

4/17/26

COUNCIL DISTRICT: Citywide

SUBJECT: Actions Related to the Memorandum of Understanding with the Urban Areas Security Initiative

RECOMMENDATION

Adopt a resolution authorizing the City Manager or her designee to:

- (a) Negotiate and execute an updated Memorandum of Understanding with the Bay Area Urban Areas Security Initiative; and
- (b) Negotiate and execute amendments to the Memorandum of Understanding to extend the term of the Memorandum of Understanding up to four years, to make minor changes to governance, and operational efficiencies.

SUMMARY AND OUTCOME

Authorizing the City Manager, or her designee, to negotiate and execute a new updated Memorandum of Understanding (MOU) with the Urban Areas Security Initiative (UASI) will ensure the interests of the City of San José (City) are applied to this joint agreement that includes 10 agencies. Adoption of the updated governance MOU provides that the City and County of San Francisco continues to serve as fiscal agent and sub-grantee for funds distributed by the Department of Homeland Security (DHS) and the California Office of Emergency Services to the Bay Area for UASI grant funds plus other federal grant funds to the Bay Area Urban Area and other local jurisdictions within the Bay Area Urban Area, until further notice. The updated governance MOU will provide governance and reporting structure, financial arrangements, and procedures for application, allocation, and distribution of federal UASI grant funds to the Bay Area Urban Area, and other federal grant funds for the Bay Area Urban jurisdictions as permitted under the MOU. Furthermore, the City will maintain eligibility required for receiving federal DHS grant funds to assist with protecting life, property, and the citizens of San José by

continuing to prepare, mitigate, respond, and recover from disasters, events, and potential acts of terrorism.

BACKGROUND

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

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

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

On December 12, 2006, the MOU was approved as Resolution Number 73554 and gave authority to the City Manager, or her designee, to execute the MOU with the City and County of San Francisco, the City of Oakland, Alameda County, and Santa Clara County to coordinate partnership for receipt of DHS funds under the 2006 UASI grant, with San Francisco as the Fiscal Agent. The multi-year agreement remained in effect through December 31, 2011. An updated MOU was approved by the City Council on November 8, 2011 (Resolution Number 76043) with a term from December 1, 2011, through December 1, 2013.

On December 19, 2017 (Resolution Number 78467), the City Council approved an updated MOU with a term from December 1, 2017 to November 30, 2021. The - agreement extended the MOU and clarified voting rights as a majority rules. The agreement was last extended and approved by City Council in December 2021 with minor changes, and it terminated on November 31, 2025.

With the MOU renewing every four years, the attached updated MOU updates the agreement among the 10 jurisdictions and clarifies requirements for each party. The other jurisdictions also adopting the MOU include City of Oakland, City and County of San Francisco, County of Alameda, County of Contra Costa, County of Marin, County of Monterey, County of San Mateo, County of Santa Clara, and County of Sonoma as partners in the Bay Area UASI grant program with an effective date retroactive from December 1, 2025 to November 31, 2029.

ANALYSIS

The Bay Area UASI Approval Authority is the required oversight board for the federal funds provided to the Bay Area Region by the DHS for purposes of developing homeland security programs in the three cities (San José, San Francisco, and Oakland) and eight counties surrounding the bay (County of Alameda, County of Contra Costa, County of Marin, County of Monterey, County of San Francisco, County of San Mateo, County of Santa Clara, and County of Sonoma). Each of these jurisdictions appoints a representative to sit on the Approval Authority Board. The purpose of the Approval Authority Board is to establish and maintain an agreement between the parties, develop guidance on how the funds are expended, accept the federal funds, approve the allocation of funds, monitor the use of the funds, and audit the final documentation of funds. For the City, the Director of the City Manager's Office of Emergency Management sits on the Approval Authority Board, with the Deputy Director of Technical Services in the Police Department as the alternate.

To provide an understanding of how the UASI funds benefit the City, over the last three federal fiscal years, the Approval Authority Board distributed nearly \$20 million dollars throughout the region for local programs that enhance homeland security. From that total, the Approval Authority Board awarded approximately \$5 million (or 25%) to local jurisdictions in the South Bay, based on competitive applications. The City successfully applied for nearly \$1.8 million (or 36% of the available South Bay Hub funds). In addition, each year by agreement, the City receives (non-competitively) \$1 million per year, for a total distribution to the City of \$4.8 million over the last three years.

Memorandum of Understanding

The MOU is the instrument that allows the City to continue to receive the UASI funds, and actively participate in the Approval Authority Board. On September 18, 2025, the Approval Authority Board for the Bay Area UASI approved the attached updated governance MOU and by-laws with the following generalized modifications to the MOU:

1. In the opening paragraph added the definition of grants to be applied to the four phases of emergency management for prevention, protection, mitigation, response, and recovery for homeland security threats;
2. Clarifications provided to the purpose of the UASI Approval Authority Board, the role of the representatives, relationship with the professional staff managing UASI wide projects, and voting;
3. How to hire and terminate the UASI General Manager was streamlined, and the relationship of the City and County of San Francisco as the employer was specified; and
4. The effective date, term, and termination had minor modifications.

EVALUATION AND FOLLOW-UP

Execution of the updated governance MOU will allow the City to maintain eligibility for receiving federal DHS grant funds, as available. The grant funds provide critical funding to the City to continue to prepare for, respond to, and recover from potential incidents of terrorism and other hazards through a regional collaboration of local jurisdictions around the San Francisco Bay Area. The City has a designated seat on the UASI Approval Authority Board. Attendance at the pre-scheduled meetings will be required.

COORDINATION

This memorandum was coordinated with the City Attorney's Office, City Manager's Budget Office, Fire Department, and Police Department.

PUBLIC OUTREACH

This memorandum will be posted on the City Council Agenda website for the April 28, 2026 City Council meeting.

In addition, Approval Authority meetings allow public comment on the activities of the Approval Authority Board. The public attended the September 18, 2025 UASI Approval Authority Board meeting and had no negative reaction.

BOARD, COMMISSION, COMMITTEE RECOMMENDATION AND INPUT

The UASI governing MOU was presented at the September 18, 2025 Approval Authority Board meeting and subsequently approved. A roll call vote was taken, and the 2025 MOU was unanimously approved.

CEQA

Not a Project, File No. PP17-006, Grant Application with no commitment or obligation to enter into an agreement at the time of application.

HONORABLE MAYOR AND CITY COUNCIL

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PUBLIC SUBSIDY REPORTING

This item does not include a public subsidy as defined in section 53083 or 53083.1 of the California Government Code or the City's Open Government Resolution.



RAYMOND RIORDAN
Director,
City Manager's Office of Emergency
Management

For questions, please contact Raymond Riordan, Director of the City Manager's Office of Emergency Management, at (408) 794-7050.

ATTACHMENT: Memorandum of Understanding among City of Oakland, City of San José, City and County of San Francisco, County of Alameda, County of Contra Costa, County of Marin, County of Monterey, County of San Mateo, County of Santa Clara, and County of Sonoma

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, 2025, 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 grant funds from the Department of Homeland Security provided on behalf of the San Francisco Bay Area urban area for the purposes of regional prevention, protection, mitigation, response, and recovery to homeland security threats and hazards.

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

- A. This MOU is adopted pursuant to the Joint Exercise of Powers Act, Government Code Section 6500 *et seq.*, in effect as of the date hereof and as the same may from time to time be amended or supplemented. The Parties enter into this MOU to delegate the exercise of their joint powers pursuant to the terms and conditions stated herein.
- B. The above-named cities and counties (collectively, the "Parties" and individually, a "Party") 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 ("DHS").
- C. Beginning in 2006, 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.
- D. 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.

- E. The Parties updated the 2007 MOU in 2011, 2013, 2017, and 2021. Such updates pertained to 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. The MOU approved in 2021 is set to expire on November 30, 2025. The Parties intend that this MOU shall, upon its Effective Date, supersede and replace the 2021 MOU in its entirety.

ACCORDINGLY, the Parties agree as follows:

1. **Bay Area UASI Region Approval Authority**: The Bay Area UASI Region Approval Authority ("Approval Authority") shall continue for the purposes of serving as the Urban Area Working Group (UAWG) for the Bay Area region on the terms and conditions set forth below.
 - a. **Membership: Representatives**
 - i. *Membership*. The Parties shall appoint Members to the Approval Authority as follows: City of Oakland, City of San Jose, City 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 San Francisco, and County of Sonoma.
 - ii. *Selection of Representatives*. Each Party is responsible for selecting primary and alternate Representatives to the Approval Authority. Each Party shall select its own Representatives. Each Party shall designate its Representatives, and may change a Representative designation, by written notice as specified under this MOU, to the General Manager.
 - iii. *Membership Eligibility Requirements*. Each Member must be willing and legally able to accept and manage federal homeland security grant funds.
 - iv. *Authority of Representatives*. Each Party's primary and alternate Representatives shall be authorized to take action for and speak on behalf of the Party.
 - v. *Attendance and Participation*. Only one Representative per Party may participate in Member discussions and vote at a meeting of the Approval Authority. However, as a core city and core county, up to two Representatives from the City and County of San Francisco may participate and vote at a meeting. During robust Member discussions, a Primary Member may request the Chair to recognize an Alternate Member or other relevant jurisdictional staff and invite them to participate in the discussion

as a subject matter expert. If no Representative of a Party is in attendance for over 25% Approval Authority meetings in a calendar year, the Approval Authority may remove that Party as a Member of the Approval Authority by a two-thirds vote. In the event of such a vote the Party in question will not be eligible to vote on said issue.

- b. Purpose. The purpose of the Approval Authority is to provide effective direction and governance for grant programs under the jurisdiction of the Approval Authority, and to coordinate a regional approach to prevention, protection, mitigation, response and recovery to homeland security threats and hazards in accordance with grant guidelines and direction provided by the U.S. Department of Homeland Security (DHS) and the California Office of Emergency Services (Cal OES). To the extent consistent with grant program requirements, the Approval Authority shall:
 - i. Approve the Bay Area UASI THIRA (Threat and Hazards Identification and Risk Assessment), which shall provide focus to grant investments.
 - ii. Adopt a regional risk management framework to administer all awarded federal grants.
 - iii. Approve grant allocation methodologies.
 - iv. Approve all program and related grant applications.
 - v. Approve allocation and distribution of grant funds under the jurisdiction of the Approval Authority.
 - vi. Approve an annual budget for the Bay Area UASI Management Team, based on a July 1-June 30 Fiscal Year and subject to approval of the annual budget ordinance or process of the Fiscal Agent.
 - vii. Approve the establishment, purpose, and membership of any advisory bodies whose purpose is to advise the Approval Authority.
- c. Representatives' Roles and Responsibilities. Each Approval Authority Representative shall:
 - i. Be prepared for and attend all Approval Authority meetings. Preparation for purposes of this subsection shall include, but not be limited to, reviewing the meeting agenda and accompanying materials and receiving briefings as necessary from the General Manager.
 - ii. Communicate with their jurisdiction's management staff and stakeholders about the discussions and decisions of the Approval Authority, as permitted by law.

- iii. Assign appropriate jurisdiction staff to Bay Area UASI Working Groups, Subcommittees, or other essential programmatic components as necessary to provide relevant subject matter expertise and jurisdictional priorities.
 - iv. Lack of adherence to these responsibilities may result in a Party's removal from the Approval Authority by two-thirds vote.
- d. Other Federal Grants. The Approval Authority may decide to apply the agreements, structures, processes, and mechanisms specified in this MOU in applying for, allocating, and distributing other types of federal grant funding for the Bay Area UASI region. Any such decision shall be by a two-thirds vote of the Approval Authority.
- e. Voting. The Approval Authority shall vote according to the following procedures.
- i. All votes of the Approval Authority shall require a majority vote for passage of any item, unless a higher threshold is required by law, specified in this MOU, or set by the Approval Authority in its bylaws.
 - ii. Each Representative shall have one vote.
 - iii. Each Representative present at a meeting shall vote "yes", "no" or "abstain" when a question is put.
 - iv. Approval Authority Representatives shall disclose any conflict of interest involved in their voting on an item, and abstain from discussing the item..
- f. Quorum. A quorum shall consist of the majority of the total number of Representatives appointed to the Approval Authority. The Approval Authority may not meet or conduct official business in the absence of a quorum.
2. **Obligations of Parties**. All Parties are obligated to adhere to the stipulations outlined by this MOU and corresponding bylaws. The obligations of each Party in order to execute this MOU shall be as follows:
- a. City of Oakland. During the term of this MOU, Oakland shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
 - b. City of San Jose. 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.

- c. City and County of San Francisco. During the term of this MOU, San Francisco will provide the following services to the Approval Authority:
 - i. Designate two primary Representatives and two alternates as full voting Members of the Approval Authority. One primary Representative shall represent the core city of San Francisco; one primary Representative shall represent the core county of San Francisco.
 - ii. 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.
 - iii. Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval Authority during the term of this MOU, notwithstanding that another Party may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent pursuant to the process determined in the bylaws.
- d. Alameda County. 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.
- e. Contra Costa County. 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.
- f. Marin County. 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.
- g. Monterey County. 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.
- h. San Mateo County. During the term of this MOU, San Mateo County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
- i. Santa Clara County. 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.
- j. Sonoma County. During the term of this MOU, Sonoma County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.

3. **Obligations of All Parties; Reservation for Regional Projects.** 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 Management Program on an annual basis.
- b. Provide personnel with subject-matter expertise to participate in 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.
- c. Each Party expressly retains all rights and powers necessary to accept and adopt regional plans on behalf of their jurisdiction.

4. **General Manager.**

- a. The Approval Authority shall establish the minimum qualifications for the General Manager position, and may establish desired and preferred qualifications, as allowed by law and local civil service rules.
- b. The Approval Authority shall select a General Manager. Any Member of the Approval Authority may submit a proposed candidate for consideration for the role of General Manager when the position is vacant.
- c. While the City and County of San Francisco is the Fiscal Agent, the General Manager shall be an employee, and not a contractor, of San Francisco.
- d. The employing jurisdiction is responsible for the work of the General Manager, and for directing and managing that work consistent with the duties determined and established by the Approval Authority. Nothing in this Agreement is intended to interfere with the right of the employing jurisdiction to take employment action regarding the employee assigned as General Manager, including but not limited to imposing discipline up to and including termination of employment.
- e. The individual selected by the Approval Authority shall be assigned to work full-time as the General Manager. The General Manager position shall be funded through grant funds.
- f. Notwithstanding the power conferred on the employing agency in Section 4(e), nothing in this MOU is intended to interfere with the right of the Fiscal Agent to remove the General Manager from his or her role as the General Manager of the Bay Area UASI Management Team. Should the General Manager's programmatic performance not meet the expectations of the Approval Authority, a vote of no confidence may be made at a meeting of the Approval Authority as called by the

Chair. If a two-thirds vote of no confidence is achieved, the Approval Authority may recommend to the Fiscal Agent to terminate the General Manager.

- g. The City and County of San Francisco, as the Fiscal Agent, may conduct a performance evaluation for the General Manager with input from the Approval Authority, on an annual basis pursuant to the Human Resources Rules of the City and County of San Francisco.

5. UASI Management Team.

- a. In consultation with the Approval Authority, the General Manager may hire employees, to the extent permitted by federal and state law, to be employed by the employing jurisdiction and serve on the Management Team. The salaries of those employees assigned to serve on the Management Team shall be funded through grant funds. Nothing in this MOU is intended to interfere with the right of an employing jurisdiction, or the General Management to take employment action regarding an employee assigned to the Management Team, including but not limited to imposing discipline up to and including termination of employment.
- b. The General Manager is responsible for the work of employees assigned to the Management Team, and for directing and managing that work consistent with the general duties determined and established by the General Manager.

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

- a. Fiscal Agent. The City and County of San Francisco shall be the Fiscal Agent for the Bay Area UASI, notwithstanding that another Party may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent pursuant to the process determined in the bylaws. The Fiscal Agent shall serve as the sub-grantee for funds granted by DHS and Cal OES to the Bay Area Urban Area. The Fiscal Agent shall provide all financial services and, through the UASI Management Team, establish procedures and execute sub-recipient agreements for the distribution of grant funds to jurisdictions selected by the Approval Authority to receive grant funds. The Parties understand that until the Fiscal Agent and a sub-recipient jurisdiction fully and finally execute a sub-recipient agreement, the Fiscal Agent shall have no obligation to disburse grant funds to that jurisdiction. The Parties acknowledge and agree that grant decisions are subject to the discretion and decision-making of DHS, Cal OES, and the Approval Authority. A Party or other sub-recipient jurisdiction that takes any action, informal or formal, to appropriate, encumber, or expend grant

funds before final allocation decisions by DHS, Cal OES, and the Approval Authority, and before a sub-recipient agreement is fully and finally executed with the Fiscal Agent, assumes all risk of possible non-allocation or non-reimbursement of funds.

- b. All requests for funding or reimbursement from the Fiscal Agent shall meet any guidelines and requirements established by the Fiscal Agent and implemented by the UASI Management Team. The guidelines may include requirements for record keeping, internal audits, signature authority for approval of reimbursement requests, submission of financial reports, and compliance with professional accounting standards. The Fiscal Agent may recover eligible costs for legal, financial, and other services through the grants administered by the Fiscal Agent through the UASI Management Team.
 - c. A Member who is a signatory to this Memorandum of Understanding and who has met all the requirements to hold a seat on the Approval Authority may request to be considered by the remaining Members of the Approval Authority to assume the role of Fiscal Agent at any time during the term of this Memorandum of Understanding. The Approval Authority shall consider the application, along with any applications of other Members, according to the process contained in the bylaws. Any change of Fiscal Agent must be approved by a two-thirds, rather than majority, vote of the Approval Authority. Change of Fiscal Agent will require an immediate revision of this MOU.
7. **Bylaws**. The Approval Authority shall promulgate bylaws to govern implementation of this MOU, and to set duties and responsibilities for the General Manager and Management Team, as well as each of the Parties. The bylaws shall be consistent with the terms of this MOU. Wherever the bylaws conflict with the MOU, this MOU shall control. The bylaws may be adopted and amended by a two-thirds vote of the Approval Authority.
 8. **Preemption**. Should a federal law preempt a state or local law, regulation, or policy, the Approval Authority, including its Fiscal Agent and its employees performing work for the Approval Authority, shall comply with the federal law and implementing regulations. No provision of this MOU or the By-laws require the Approval Authority or its Fiscal Agent to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance, as applied pursuant to applicable laws pertaining to preemption.
 9. **Indemnification**. In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all Losses (as deemed below) incurred by a Party in connection with this MOU or the activities contemplated by this MOU shall not be shared pro rata but instead the Parties agree that pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, including, without

limitation, their officers, board members, employees and agents, harmless from any Losses imposed for injury (as deemed by Government Code Section 810.8) arising in connection with the negligent acts or omissions or willful misconduct of the indemnifying Party, including, without limitation, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement. No Party, including, without limitation, any officer, board member, employee or agent thereof, shall be responsible for any Losses occurring by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, including, without limitation, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Parties under this Agreement. For purposes of this Section, Losses shall mean any and all claims, demands, losses, liabilities, damages (including foreseeable and unforeseeable consequential damages to the extent arising from third party claims), liens, obligations, interest, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses (including, without limitation, reasonable attorneys' fees and costs, and consultants' fees and costs) of whatever kind or nature, known or unknown, contingent or otherwise.

10. **Conflicts of Interest.** If and when a Party identifies an actual or potential conflict of interest among one or more of the Parties, that Party shall send written notification to all Parties through the General Manager. The Party with the actual or potential conflict shall respond to the notice within three business days. The response shall indicate whether the Party agrees or disagrees that a conflict exists. If the Party agrees, that Party may take appropriate action to cure the conflict, if possible, and shall describe its corrective actions in its response. If a Party disagrees, or cannot cure an actual conflict, the Approval Authority shall meet on the conflict within not less than 30 calendar days of the initial notice, in an effort to resolve the conflict. The Approval Authority shall schedule a special meeting if necessary to meet this timeline. All notices under this section shall be provided under Section 28, Notices.
11. **Effective Date and Term.** This MOU shall take effect on December 1, 2025 ("Effective Date") and shall remain in effect through November 30, 2030, unless sooner terminated as provided below ("Termination"). If, however, a new memorandum of understanding has not been adopted as of November 30, 2030, this MOU shall continue to govern until such time when a new memorandum of understanding has been adopted.
12. **Termination.**
 - a. Any Party may terminate its participation in this MOU by providing 30 days' advance written notice of its termination to all Parties and the General Manager. That Party shall fulfill any grant-related or contractual obligations to the Fiscal Agent existing up to and including the date of termination. This MOU shall continue in effect between the remaining Parties.

- b. The Approval Authority may terminate any Party's participation in this MOU by a two-thirds vote, due to failure of the Party to meet the membership eligibility requirements under Section 1 of this MOU. A Party whose membership in the MOU is terminated must still fulfill any grant-related or contractual obligations to the Fiscal Agent existing up to and including the date of termination.
 - c. The Approval Authority may terminate this MOU at any time, for convenience and without cause, by unanimous vote. Any such action of the Approval Authority shall specify the date on which the termination shall be effective, which date shall be at least six (6) months from the date of the Approval Authority's action to terminate the MOU.
13. **Jurisdiction and Venue.** The laws of the State of California shall govern the interpretation and performance of this MOU. Venue for any litigation relating to the formation, interpretation or performance of this MOU shall be in San Francisco, CA.
14. **Modification.** This MOU may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as the adoption of this MOU.
15. **Cooperative Drafting.** This MOU has been drafted through a cooperative effort of the Parties, and all Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.
16. **Survival of Terms.** The obligations of the Parties and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Section 9.
17. **Complete Agreement.** This is a complete agreement and supersedes any prior oral or written agreements of the Parties regarding the subject matter of this MOU, including but not limited to the process for applying for and distributing grant funding for the Bay Area Urban Area. Without limiting the foregoing, this MOU supersedes the Memorandum of Understanding dated December 1, 2006 and the 2007 MOU, the 2011 MOU, the 2013 MOU, the 2017 MOU, and the 2021 MOU.
18. **Severability.** Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

19. **Counterparts.** This MOU may be executed in several counterparts, each of which is an original and all of which constitutes but one and the same instrument.

20. **Notice.**

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

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

Mary Ellen Carroll, Executive Director
Department of Emergency Management
City Hall, Room 344
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
(415) 558-2745

maryellen.carroll@sfgov.org

and

Erica Brown, Assistant Deputy Chief
SFFD Homeland Security
698 Second Street
San Francisco, CA 94107
(415) 238-5266

erica.brown@sfgov.org

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

Jessica Feil, Emergency Services Manager
Oakland Fire Department
1605 Martin Luther King Jr. Way, 2nd Floor
Oakland, CA 94612
(510) 332-0205

jfeil@oaklandnet.com

If to the **City of San Jose**, to:

Raymond Riordan, Director
Office of Emergency Services
855 N. San Pedro St. 4th Floor
San Jose, CA 95110
(408) 794-7055

ray.riordan@sanjoseca.gov

If to **Alameda County**, to:

April Lockett-Fahimi, Undersheriff
Alameda County Sheriff's Office
1401 Lakeside Drive 12th Floor
Oakland, CA 94612
(510) 272-6868

alockett@acgov.org

If to **Contra Costa County**, to:
Jose Beltran, Assistant Sheriff
Contra Costa County Sheriff's Office
1850 Muir Road
Martinez, CA 94553
(925) 383-4948
jbelt@so.cccounty.us

If to **Marin County**, to:
Steven Torrence, Director of Emergency Management
County of Marin
1600 Los Gamos Drive #302
San Rafael, CA 94903
(415) 473-6586
storrence@marincounty.org

If to **Monterey County**, to:
Kelsey Scanlon, Director
Monterey County Department of Emergency Management
1322 Natividad Road
Salinas, CA 93906
(831) 796-1902
scanlonK@co.monterey.ca.us

If to **San Mateo County**, to:
Daniel Perea, Undersheriff
San Mateo County Sheriff's Office
400 County Center, 3rd Floor
Redwood City, CA 94063
(650) 599-1662
dperea@smcgov.org

If to **Santa Clara County**, to:
Dana Reed, Director
Santa Clara County Office of Emergency Management
55 West Younger Avenue, Ste 450
San Jose, CA 95110
(408) 378-4010
dana.reed@oem.sccgov.org

If to **Sonoma County**, to:
Jeff DuVall, Director
Sonoma County Department of Emergency Management
2300 County Center Drive, Ste. 220B
Santa Rosa, CA 95403

(707) 565-1152
jeff.duvall@sonoma-county.org

IN WITNESS WHEREOF,

[Signature pages to follow]

**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**

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

The undersigned approve the terms and conditions of this MOU.

CITY OF OAKLAND

By:
Title:

**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**

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

The undersigned approve the terms and conditions of this MOU.

CITY OF SAN JOSE

By:
Title:

**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**

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

The undersigned approve the terms and conditions of this MOU.

CITY AND COUNTY OF SAN FRANCISCO

By:
Title:

Approved as to Form:

David Chiu
City Attorney

By: _____
Paula R. Lee
Deputy City Attorney

**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**

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

The undersigned approve the terms and conditions of this MOU.

ALAMEDA COUNTY

By:
Title:

**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**

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

The undersigned approve the terms and conditions of this MOU.

CONTRA COSTA COUNTY

By:
Title:

**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**

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

The undersigned approve the terms and conditions of this MOU.

MARIN COUNTY

By:
Title:

**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**

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

The undersigned approve the terms and conditions of this MOU.

MONTEREY COUNTY

By:
Title:

**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**

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

The undersigned approve the terms and conditions of this MOU.

SAN MATEO COUNTY

By:
Title:

**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**

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

The undersigned approve the terms and conditions of this MOU.

SANTA CLARA COUNTY

By:
Title:

**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**

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

The undersigned approve the terms and conditions of this MOU.

SONOMA COUNTY

By:
Title: