

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, 2017**, sets forth the agreements of the **City of Oakland, City of San Jose, City and County of San Francisco, County of Alameda, County of Contra Costa, County of Marin, County of Monterey, County of San Mateo, County of Santa Clara and County of Sonoma** relating to the application for and allocation and distribution of federal Urban Areas Security Initiative (“UASI”) Program grant funds and other regional grant funds.

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

- A. The above named cities and counties (collectively, the “Parties” and individually, a “Party”) are committed to regional cooperation and coordination in building and sustaining capabilities to provide the greatest capability for prevention, protection, mitigation, response, and recovery from threats or acts of terrorism and other catastrophic events in the Bay Area region in accordance with grant guidelines. The Bay Area UASI includes the jurisdictions as defined by the U.S. Department of Homeland Security.
- B. Beginning in 2006, the U.S. Department of Homeland Security (“DHS”) utilized a “core-city, core-county” concept to determine risk and allocate grant funds. The jurisdictions in the Bay Area UASI used that same concept to establish the Bay Area UASI Approval Authority (“Approval Authority”) as the Urban Area Working Group (“UAWG”) for the Bay Area UASI, comprised of Representatives from the Urban Area’s core cities and counties. In 2008 and subsequent years, DHS used the U.S. Census-determined Metropolitan Statistical Area as a component of its risk methodology and specified that the UAWG take a regional approach to establish representation and membership.
- C. In 2006, the core cities and counties of the Bay Area Urban Area – the City and County of San Francisco, the City of Oakland, the City of San Jose, the County of Alameda and the County of Santa Clara – approved a Memorandum of Understanding (“2006 MOU”), followed by a 2007 Memorandum of Understanding (“2007 MOU”), that established the objectives, governance structure, responsibilities, reporting structure, and financial agreements to be used in applying for UASI and other federal homeland security grant funding.
- D. The Parties updated the 2007 MOU in 2011, and updated the 2011 MOU in 2013. Such updates pertained to 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 2013 MOU is set to expire on December 1, 2017. The Parties intend that this MOU shall, upon its Effective Date, supersede and replace the 2013 MOU in its entirety.

45 ACCORDINGLY, the Parties agree as follows:  
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47 1. Bay Area UASI Region Approval Authority: The Bay Area UASI Region Approval Authority  
48 ("Approval Authority") shall continue for the purposes and on the terms and conditions  
49 set forth below.  
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51 a. Membership. The Parties shall appoint Members to the Approval Authority as  
52 follows: City of Oakland, City of San Jose, City and County of San Francisco, County  
53 of Alameda, County of Contra Costa, County of Marin, County of Monterey, County  
54 of San Mateo, County of Santa Clara, and County of Sonoma.  
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56 Selection of Representatives. Each Party is responsible for selecting primary and  
57 alternate Representatives to the Approval Authority. Each Party shall select its own  
58 Representatives. Each Party shall designate its Representatives, and may change a  
59 Representative designation, by written notice as specified under this MOU, to the  
60 General Manager.  
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62 b. Membership Eligibility Requirements. Each Party must be willing and legally able to  
63 accept and manage federal homeland security grant funds.  
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65 c. Authority of Representatives. Each Party's primary and alternate Representatives  
66 shall be authorized to take action for and speak on behalf of the Party.  
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68 d. Attendance Requirement. If a Party fails to send a Representative to two or more  
69 Approval Authority meetings in a calendar year, the Approval Authority may remove  
70 that Party as a Member of the Approval Authority by a two-thirds vote. In the event  
71 of such a vote, the Party in question will not be eligible to vote on said issue.  
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73 e. Purpose. The purpose of the Approval Authority is to provide effective direction and  
74 governance for grant programs under the jurisdiction of the Approval Authority, and  
75 to coordinate a regional approach to prevention, protection, mitigation, response  
76 and recovery to homeland security threats and hazards in accordance with DHS  
77 grant guidelines. To the extent consistent with grant program requirements, the  
78 Approval Authority shall:  
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80 i. Approve the Bay Area UASI Goals and Objectives and THIRA (Threat and  
81 Hazards Identification and Risk Assessment), which shall provide focus to grant  
82 investments

83 ii. Adopt a regional risk management framework to administer the UASI  
84 Homeland Security Grant Program, and related grants, consistent with the  
85 grant guidelines and direction provided by the U.S. Department of Homeland  
86 Security (DHS) and the California Office of Emergency Services (Cal OES).

87 iii. Approve grant allocation methodologies.

88 iv. Approve all UASI Program and related grant applications.

- 89 v. Approve allocation and distribution of grant funds under the jurisdiction of the  
90 Approval Authority.
- 91 vi. Approve an annual budget for the Bay Area UASI Management Team, based  
92 on a July 1 – June 30 Fiscal Year.
- 93 vii. Approve the establishment, purpose, and membership of any advisory bodies  
94 whose purpose is to advise the Approval Authority.
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- 96 f. Representatives' Roles and Responsibilities. Each Approval Authority  
97 Representative shall:
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- 99 i. Be prepared for and attend all Approval Authority meetings.
- 100 ii. Communicate with his or her jurisdiction's management staff and  
101 stakeholders about the discussions and decisions of the Approval Authority,  
102 as permitted by law.
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- 104 g. Urban Area Working Group (UAWG). The Approval Authority shall constitute the  
105 primary UAWG for the UASI region, with support from the UASI General Manager  
106 and UASI Management Team.
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- 108 h. Other Federal Grants. The Approval Authority may decide to apply the agreements,  
109 structures, processes and mechanisms specified in this MOU in applying for,  
110 allocating and distributing other types of federal grant funding for the Bay Area UASI  
111 region. Any such decision shall be by a two-thirds vote of the Approval Authority.
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- 113 i. Voting. The Approval Authority shall vote according to the following procedures:
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- 115 i. All votes of the Approval Authority shall require a majority vote for passage of  
116 any item, unless a higher threshold is specified in this MOU or set by the  
117 Approval Authority in its By-laws.
- 118 ii. Each Representative shall have one vote.
- 119 iii. Each Representative present at a meeting shall vote "yes" or "no" when a  
120 question is put, unless excused from voting by a motion adopted by a majority  
121 of the Members.
- 122 iv. Approval Authority Representatives shall disclose any conflict of interest  
123 involved in their voting on an item, and shall, if necessary, request to be  
124 excused from the vote on that item.
- 125
- 126 j. Quorum. A quorum shall consist of the majority of the Representatives on the  
127 Approval Authority. A quorum is at least six voting Representatives. The Approval  
128 Authority may not meet or conduct official business in the absence of a quorum.
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- 130 2. City of Oakland Obligations. During the term of this MOU, Oakland shall designate one  
131 primary individual and one alternate as a full voting Member of the Approval Authority.

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3. City of San Jose Obligations. During the term of this MOU, San Jose shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
  4. City and County of San Francisco Obligations. During the term of this MOU, San Francisco will provide the following services to the Approval Authority:
    - a. Designate two primary Representatives and two alternates as full voting Members of the Approval Authority.
    - b. Serve as the UASI region point of contact with the U.S. Department of Homeland Security (DHS) and California Office of Emergency Services (Cal OES) in connection with grants under the jurisdiction of the Approval Authority.
    - c. Serve as the Fiscal Agent for grant funds under the jurisdiction of the Approval Authority during the term of this MOU, notwithstanding that another Party may indicate its desire to become the Fiscal Agent and may become the Fiscal Agent pursuant to the process determined in the By-laws.
  5. Alameda County Obligations. During the term of this MOU, Alameda County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
  6. Contra Costa County Obligations. During the term of this MOU, Contra Costa County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
  7. Marin County Obligations: During the term of this MOU, Marin County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
  8. Monterey County Obligations: During the term of this MOU, Monterey County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
  9. San Mateo County Obligations: 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.
  10. Santa Clara County Obligations: During the term of this MOU, Santa Clara County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
  11. Sonoma County Obligations: 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.
  12. Obligations of All Parties. All Parties shall:

- 176 a. Participate in the implementation of regional projects and initiatives within the Bay  
177 Area Urban Area that are consistent with the mission and decisions of the Approval  
178 Authority, including participation in the Risk Management Program on an annual  
179 basis.  
180 b. Provide personnel with subject-matter expertise to participate on working groups  
181 established by the Approval Authority and/or the General Manager. Such personnel  
182 shall be authorized to take action for and speak on behalf of the Party.  
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184 13. General Manager.  
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- 186 a. The Approval Authority shall establish the minimum qualifications for the General  
187 Manager position, and may establish desired and preferred qualifications.  
188 b. The Approval Authority shall select a General Manager.  
189 c. The General Manager shall be an employee or contractor of the Fiscal Agent.  
190 d. While the City and County of San Francisco is the Fiscal Agent, the General Manager  
191 will be an employee, and not a contractor, of San Francisco.  
192 e. The employing jurisdiction is responsible for the work of the General Manager, and  
193 for directing and managing that work consistent with the duties determined and  
194 established by the Approval Authority. Nothing in this Agreement is intended to  
195 interfere with the right of the employing jurisdiction to take employment action  
196 regarding the employee assigned as General Manager, including but not limited to  
197 imposing discipline up to and including termination of employment.  
198 f. The individual selected by the Approval Authority shall be assigned to work full-time  
199 as the General Manager. The General Manager position shall be funded through  
200 grant funds.  
201 g. Nothing in this MOU is intended to interfere with the right of the Approval Authority  
202 to remove the General Manager from his or her role as the General Manager of the  
203 Bay Area UASI Management Team.

204 14. UASI Management Team.  
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- 206 a. In consultation with the Approval Authority, the General Manager may select  
207 employees of the Parties or independent contractors to serve on the Management  
208 Team. The salaries of those employees assigned to serve on the Management Team  
209 shall be funded through grant funds. Nothing in this MOU is intended to interfere  
210 with the right of an employing jurisdiction to take employment action regarding an  
211 employee assigned to the Management Team, including but not limited to imposing  
212 discipline up to and including termination of employment.  
213 b. The General Manager is responsible for the work of employees assigned to the  
214 Management Team, and for directing and managing that work consistent with the  
215 general duties determined and established by the General Manager with the  
216 employing jurisdiction.  
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15. Grants and Contracts Awarded for UASI 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 By-laws. 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 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 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 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. 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.
- 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 By-laws.
- d. The City and County of San Francisco, as the Fiscal Agent, will file 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.

16. By-laws. The Approval Authority shall promulgate By-laws to govern implementation of this MOU, and to set duties and responsibilities for the General Manager and Management Team. The By-laws shall be consistent with the terms of this MOU.

262 Wherever the By-laws conflict with the MOU, the MOU controls. The By-laws may be  
263 adopted and amended by a two-thirds vote of the Approval Authority.  
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265 17. Indemnification. In lieu of and notwithstanding the pro rata risk allocation that might  
266 otherwise be imposed between the Parties pursuant to Government Code Section  
267 895.6, the Parties agree that all Losses (as defined below) incurred by a Party in  
268 connection with this MOU or the activities contemplated by this MOU shall not be  
269 shared pro rata but instead the Parties agree that pursuant to Government Code Section  
270 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties,  
271 including, without limitation, their officers, board members, employees and agents,  
272 harmless from any Losses imposed for injury (as defined by Government Code Section  
273 810.8) arising in connection with the negligent acts or omissions or willful misconduct of  
274 the indemnifying Party, including, without limitation, its officers, board members,  
275 employees or agents, under or in connection with or arising out of any work, authority  
276 or jurisdiction delegated to such Party under this Agreement. No Party, including,  
277 without limitation, any officer, board member, employee or agent thereof, shall be  
278 responsible for any Losses occurring by reason of the negligent acts or omissions or  
279 willful misconduct of other Parties hereto, including, without limitation, their officers,  
280 board members, employees or agents, under or in connection with or arising out of any  
281 work, authority or jurisdiction delegated to such other Parties under this Agreement.  
282 For purposes of this Section, Losses shall mean any and all claims, demands, losses,  
283 liabilities, damages (including foreseeable and unforeseeable consequential damages to  
284 the extent arising from third party claims), liens, obligations, interest, injuries, penalties,  
285 fines, lawsuits and other proceedings, judgments and awards and costs and expenses  
286 (including, without limitation, reasonable attorneys' fees and costs, and consultants'  
287 fees and costs) of whatever kind or nature, known or unknown, contingent or  
288 otherwise.  
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290 18. Conflicts of Interest. If and when a Party identifies an actual or potential conflict of  
291 interest among one or more of the Parties, that Party shall send written notification to  
292 all Parties. The Party with the actual or potential conflict shall respond to the notice  
293 within three business days. The response shall indicate whether the Party agrees or  
294 disagrees that a conflict exists. If the Party agrees, that Party may take appropriate  
295 action to cure the conflict, if possible, and shall describe its corrective actions in its  
296 response. If a Party disagrees, or cannot cure an actual conflict, the Approval Authority  
297 shall meet on the conflict within not less than 30 calendar days of the initial notice, in an  
298 effort to resolve the conflict. The Approval Authority shall schedule a special meeting if  
299 necessary to meet this timeline. All notices under this section shall be provided under  
300 Section 28, Notices.  
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302 19. Effective Date and Term. This MOU shall take effect on **December 1, 2017** ("Effective  
303 Date") and shall remain in effect through **November 30, 2021**, unless sooner terminated  
304 as provided below ("Term").  
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20. 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. 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.
- 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 months from the date of the Approval Authority's action to terminate the MOU.

21. 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.

22. 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 this MOU.

23. 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.

24. 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 17.

25. 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, and the 2013 MOU.

26. 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



350 unenforceable, then (a) the validity of other provisions of this MOU shall not be  
351 affected or impaired thereby, and (b) such provision shall be enforced to the maximum  
352 extent possible so as to effect the intent of the Parties and shall be reformed without  
353 further action by the Parties to the extent necessary to make such provision valid and  
354 enforceable.  
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356 27. Counterparts. This MOU may be executed in several counterparts, each of which is an  
357 original and all of which constitutes but one and the same instrument.  
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359 28. Notice.

360 a. Any notices required hereunder shall be given as follows:  
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362 If to the **City and County of San Francisco**, to:

363 Anne Kronenberg, Executive Director  
364 Department of Emergency Management  
365 1011 Turk Street  
366 San Francisco, CA 94102  
367 (415) 558-2745  
368 [Anne.kronenberg@sfgov.org](mailto:Anne.kronenberg@sfgov.org)

369 and

370 Raemona Williams, Deputy Chief of Administration  
371 San Francisco Fire Department  
372 698 Second Street  
373 San Francisco, CA 94107  
374 (415) 558-3411  
375 [raemona.williams@sfgov.org](mailto:raemona.williams@sfgov.org)

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

377 Cathey Eide, Emergency Services Manager  
378 Oakland Fire Department  
379 1605 Martin Luther King Jr. Way, 2nd Floor  
380 Oakland, CA 94612  
381 (510) 238-6069  
382 [ceide@oaklandnet.com](mailto:ceide@oaklandnet.com)

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

385 Raymond Riordan, Director  
386 Office of Emergency Services  
387 855 N. San Pedro St. 4<sup>th</sup> Floor  
388 San José, CA 95110  
389 (408) 794-7055  
390 [ray.riordan@sanjoseca.gov](mailto:ray.riordan@sanjoseca.gov)  
391

392 If to **Alameda County**, to:  
393 Richard T. Lucia, Undersheriff  
394 Alameda County Sheriff's Office  
395 1401 Lakeside Drive 12th Floor  
396 Oakland, CA 94612  
397 (510) 272-6868  
398 [rlucia@acgov.org](mailto:rlucia@acgov.org)  
399  
400 If to **Contra Costa County**, to:  
401 Mike Casten, Undersheriff  
402 Contra Costa County Sheriff's Office  
403 651 Pine Street, 7<sup>th</sup> Floor  
404 Martinez, CA 94553  
405 (925) 335-1512  
406 [mcast@so.cccounty.us](mailto:mcast@so.cccounty.us)  
407  
408 If to **Marin County**, to:  
409 Robert Doyle, Sheriff  
410 Marin County Sheriff's Office  
411 1600 Los Gamos Dr. #200  
412 San Rafael, CA 94903  
413 (415) 473-7250  
414 [S\\_Doyle@marinsheriff.org](mailto:S_Doyle@marinsheriff.org)  
415  
416 If to **Monterey County**, to:  
417 Gerry Malais, Emergency Services Manager  
418 Office of Emergency Services  
419 1322 Natividad Road  
420 Salinas, CA 93906  
421 (831) 796-1901  
422 [malaisg@co.monterey.ca.us](mailto:malaisg@co.monterey.ca.us)  
423  
424 If to **San Mateo County**, to:  
425 Trisha Sanchez, Undersheriff  
426 San Mateo County Sheriff's Office  
427 400 County Center, 3<sup>rd</sup> Floor  
428 Redwood City, CA 94063  
429 (650) 599-1662  
430 [tsanchez@smcgov.org](mailto:tsanchez@smcgov.org)  
431  
432 If to **Santa Clara County**, to:  
433 Ken Kehmna, Fire Chief  
434 Santa Clara County Fire Department  
435 70 W. Hedding Street

436 San Jose, CA 95110  
437 (408) 378-4010  
438 [ken.kehmna@cnt.sccgov.org](mailto:ken.kehmna@cnt.sccgov.org)

439  
440 If to **Sonoma County**, to:  
441 Christopher Helgren, Emergency Manager  
442 Sonoma County Fire and Emergency Services Department  
443 2300 County Center Drive, Suite 220B  
444 Santa Rosa, CA 95403  
445 (707) 565-1152  
446 [Christopher.Helgren@sonoma-county.org](mailto:Christopher.Helgren@sonoma-county.org)

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

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

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

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461 **City of Oakland, California**

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463 Signature: \_\_\_\_\_

464 By: \_\_\_\_\_

465 Title: \_\_\_\_\_

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467 **City of San Jose, California**

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469 Signature: \_\_\_\_\_

470 By: \_\_\_\_\_

471 Title: \_\_\_\_\_

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

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

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

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

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479 **County of Alameda, California**

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481 Signature: \_\_\_\_\_

482 By: \_\_\_\_\_

483 Title: \_\_\_\_\_

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485 **County of Contra Costa, California**

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487 Signature: \_\_\_\_\_

488 By: \_\_\_\_\_

489 Title: \_\_\_\_\_

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491 **County of Marin, California**

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493 Signature: \_\_\_\_\_

494 By: \_\_\_\_\_

495 Title: \_\_\_\_\_

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497 County of Monterey, California

498 Signature: Nicholas E. Chulos

500 By: Nicholas E. Chulos

501 Title: Asst. CAO

502 11-30-17

AB

al Brereton

Dep. CAO

11-29-17

503 **County of San Mateo, California**

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505 Signature: \_\_\_\_\_

506 By: \_\_\_\_\_

507 Title: \_\_\_\_\_

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516 **County of Sonoma, California**

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

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

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

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