

Special Meeting of the Approval Authority

Thursday, September 18, 2025 10:00 A.M

Alameda County Sheriff's Office 4985 Broder Blvd., Dublin, CA 94568

Agenda

CALL TO ORDER AND ROLL CALL

Chair Mary Ellen Carroll, City and County of San Francisco

Vice-Chair April Luckett-Fahimi, County of Alameda Member Erica Brown, City and County of San Francisco

Member Jessica Feil, City of Oakland

Member Raymond Riordan, City of San Jose
Member Dana Reed, County of Santa Clara
Member Jose Beltran, County of Contra Costa
Member Steven Torrence, County of Marin
Member Kelsey Scanlon, County of Monterey
Member Daniel Perea, County of San Mateo
Member Jeff DuVall, County of Sonoma

Interim General Manager Mikyung Kim-Molina

1. APPROVAL OF THE MINUTES (Discussion, Possible Action)

Mary Ellen Carroll, Approval Authority Chair, will lead a discussion and possible action to approve the draft minutes from the June 12, 2025 regular meeting, or take any other action related to the matter.

(Supplemental documentation to support this item includes draft minutes from June 12, 2025.)

2. GENERAL MANAGER'S REPORT (Discussion)

Mikyung Kim-Molina, Interim General Manager, will present her report to include discussion on the following topics:

- a. Grant Status Update
- b. Management Team Update
- c. National Homeland Security Conference
- d. Bay Area Joint Information System (JIS)
- e. Bay Area UASI website
- f. 2026 Golden Eagle Exercise
- g. Other Significant Projects and Initiatives

(Supplemental documentation to support this item is a report from Mikyung Kim-Molina)

3. GOVERNING DOCUMENTS UPDATE (Discussion, Possible Action)

Juliet Vaughn, Associate from Redwood Public Law, will present the updated Governing MOU and Bylaws for discussion and possible action.

(Supplemental documentation to support this item is a report and a copy of the updated MOU & Bylaws and a presentation)

4. FY25 HSGP UASI GRANT ALLOCATIONS (Discussion, Possible Action)

Mikyung Kim-Molina, Interim General Manager, will present on the allocation of FY25 UASI grant funds.

(Supplemental documentation to support this item is a report)

5. FY25 UASI NATIONAL PRIORITY AREA PROJECTS (Discussion, Possible Action)

Mikyung Kim-Molina, Interim General Manager, will present the FY25 UASI National Priority Areas and related projects for discussion and possible action.

(Supplemental documentation to support this item is a report and a presentation)

6. FY25 UASI HUB AND CORE CITY PROJECTS (Discussion, Possible Action)

Molly Giesen-Fields, Grants Administration and Compliance Manager, will present the FY25 hub and core city projects for discussion and possible action.

(Supplemental documentation to support this item is a report and a presentation)

7. 2025 PUBLIC SAFETY PREPAREDNESS SUMMIT (Discussion)

Mikyung Kim-Molina, Interim General Manager, will provide an update on the Public Safety Preparedness Summit planned for October 28-29, 2025.

(Supplemental documentation to support this item is a report and a presentation)

8. ANNOUNCEMENTS – GOOD OF THE ORDER

Members of the Approval Authority may provide announcements or suggest agenda items for future Approval Authority meetings.

(There is no supplemental documentation for this item)

9. GENERAL PUBLIC COMMENT

Members of the public may address the Approval Authority during general public comment on items within the jurisdiction of the Bay Area UASI Approval Authority but not listed on the agenda for a period of time designated by the Chair but not to exceed three minutes.

(There is no supplemental documentation for this item)

ADJOURNMENT

If any materials related to an item on this agenda have been distributed to the Approval Authority members after distribution of the agenda packet, those materials are available for public inspection at the Bay Area UASI Management Office located at 1663 Mission Street, Suite 320, San Francisco, CA, 94103 during normal office hours: 8:00 a.m. - 5:00 p.m.

Public Participation:

It is the policy of the Approval Authority to encourage and permit public participation and comment on matters within the Approval Authority's jurisdiction, as follows.

- Public Comment on Agenda Items. The Approval Authority will take public comment on each item on the agenda. The Approval Authority will take public comment on an action item before the Approval Authority takes any action on that item. Persons addressing the Approval Authority on an agenda item shall confine their remarks to that particular agenda item. For each agenda item, each member of the public may address the Approval Authority once, for up to three minutes. The Chair may limit the public comment on an agenda item to less than three minutes per speaker, based on the nature of the agenda item, the number of anticipated speakers for that item, and the number and anticipated duration of other agenda items.
- General Public Comment. The Approval Authority shall include general public comment as an agenda item at each meeting of the Approval Authority. During general public comment, each member of the public may address the Approval Authority on matters within the Approval Authority's jurisdiction. Issues discussed during general public comment must not appear elsewhere on the agenda for that meeting. Each member of the public may address the Approval Authority once during general public comment, for up to three minutes. The Chair may limit the total general public comment to 30 minutes and may limit the time allocated to each speaker depending on the number of speakers during general public comment and the number and anticipated duration of agenda items.
- *Speaker Identification.* Individuals making public comment may be requested, but not required, to identify themselves and whom they represent.
- Designated Public Comment Area. Members of the public wishing to address the Approval Authority must speak from the public comment area.
- Comment, Not Debate. During public comment, speakers shall address their remarks to the
 Approval Authority as a whole and not to individual Approval Authority representatives, the
 General Manager or Management Team members, or the audience. Approval Authority
 Representatives and other persons are not required to respond to questions from a speaker.
 Approval Authority Representatives shall not enter into debate or discussion with speakers during
 public comment, although Approval Authority Representatives may question speakers to obtain

clarification. Approval Authority Representatives may ask the General Manager to investigate an issue raised during public comment and later report to the Approval Authority. The lack of a response by the Approval Authority to public comment does not necessarily constitute agreement with or support of comments made during public comment.

• Speaker Conduct. The Approval Authority will not tolerate disruptive conduct by individuals making public comment. Speakers who use profanity or engage in yelling, screaming, or other disruptive behavior will be directed to cease that conduct and may be asked to leave the meeting room.



To: Bay Area UASI Approval Authority

From: Mikyung Kim Molina, Interim General Manager

Date: September 18, 2025

Re: Item 01: Approval of the Minutes of June 12, 2025 Meeting

Action or Discussion Item

Action

Staff Recommendation

Approve the minutes of the June 12, 2025 meeting.

Details / Description

The minutes from the June 12, 2025 meeting are attached.



Bay Area UASI Approval Authority Meeting

Thursday, June 12, 2025 10:00 AM

REGULAR MEETING MINUTES

1. ROLL CALL

Approval Authority Chair Mary Ellen Carroll called the meeting to order at 10:00 AM and General Manager Adrienne Bechelli subsequently took the roll:

- Chair, Mary Ellen Carroll, City and County of San Francisco present
- Vice-Chair, April Luckett-Fahimi, County of Alameda present
- Member, Erica Brown, City and County of San Francisco absent, no alternate in attendance
- Member, Jessica Feil, City of Oakland present
- Member, Raymond Riordan, City of San Jose present
- Member, Dana Reed, County of Santa Clara present, Alternate Michelle Sandoval in attendance
- Member, Michael Casten, County of Contra Costa present
- Member, Steven Torrence, County of Marin present
- Member, Kelsey Scanlon, County of Monterey present
- Member, Daniel Perea, County of San Mateo absent, no alternate in attendance
- Member, Jeff DuVall, County of Sonoma present

General Manager Bechelli declared a quorum.

2. APPROVAL OF THE MINUTES

Chair Carroll asked for any comments or questions concerning the minutes from the March 13, 2025 meeting. No questions or comments were raised. Chair Carroll then called for public comment. No public comment made.

Motion: Approve the minutes of the March 13, 2025 Approval Authority Meeting.

Moved: Member Riordan Seconded: Member Feil

Vote: The motion passed unanimously approved.

3. GENERAL MANAGER'S REPORT

a) Status of Federal Grants and Projects

General Manager Bechelli noted that the update on the status of federal grants and related projects would be discussed in detail later in the meeting under Agenda Item 6. No further discussion or comments were made at this time.

b) MOU and Bylaws Subcommittee

An update was provided on the subcommittee formed at the March 13, 2025 meeting to revise the 2021 Memorandum of Understanding (MOU) and bylaws. The subcommittee met four times since the March 13 Approval Authority meeting (April 21, May 15, May 20, and May 22). The subcommittee extensively reviewed the MOU and bylaws and produced a redlined draft of the updated documents along with a summary matrix of the changes. Due to the time needed for jurisdictions to complete internal reviews and obtain signatures, a special meeting may be necessary before the regularly scheduled August session. Chair Carroll will poll members to determine if a special meeting is needed.

c) <u>Non-Competitive Procurement Compliance</u>

General Manager Bechelli emphasized strict adherence to federal and state definitions of non-competitive procurement, which includes any purchase receiving only a single bid—even within larger solicitations—and regardless of local sole-source policies. Retroactive sole-source approval requests will no longer be accepted. Jurisdictions must proactively coordinate with Bay Area UASI staff, especially Compliance Manager Giesen-Fields, before initiating training or equipment purchases to ensure compliance. This policy is not new but is now being enforced meticulously.

d) <u>FY25 National Priority Area Projects</u>

Outstanding questions regarding FY25 national priority area projects remain unresolved due to the delayed release of the Notice of Funding Opportunity (NOFO). Because the NOFO has not been issued, discussions on eligibility and project guidance will continue to be deferred. Updates will follow as soon as federal information becomes available.

No public comments were raised about this item.

4. PROPOSED REALLOCATION OF FY25 PROJECT FUNDING

Under Bay Area UASI Bylaws, any change in the project scope exceeding \$250,000 must be approved by the Approval Authority. In the past, such approvals were handled retroactively, with this group reviewing and voting on a list of changes at the end of each calendar year. To remain fully compliant with the Bylaws, these changes must now be approved in advance of implementation. Accordingly, there are two such project revisions for approval.

- a)Lt. Chris Shearer, Santa Cruz County Sheriff-Coroner's Office, presented a proposal to reallocate \$350,000 of FY24 hub funding approved for a Santa Cruz County bomb squad equipment project to Monterey County for the same purchase. The project change is due to local fiscal uncertainty and Monterey County has agreed to accept the reallocation. This decision ensures that the regional capability to respond to hazardous device incidents remains intact and effective. This collaboration reflects the ongoing commitment to public safety, regional cooperation, and responsible fiscal stewardship between Santa Cruz and Monterey Counties.
- b)Christophe Arnold, RCPGP Project Manager, presented a proposal to reallocate FY24 RCPGP funding from Climate Resilience Initiatives to Data-Driven Disaster Planning and Resilience Initiatives. This proposed reallocation will transition into one component of the grant from Climate Resilience Initiatives to Data-Driven Disaster Planning and Resilience Initiatives. This reallocation will also adjust the original requested amount of \$3,000,000 in the grant proposal to the actual awarded amount of \$2,696,215. The revised scope

focuses on providing agencies with data, tools, and training to enhance disaster planning, response, and recovery.

No questions or public comments were raised.

Motion to approve both reallocations was made and seconded. Motion passed unanimously.

5. FY25-26 MANAGEMENT TEAM REPORT

General Manager Bechelli presented the FY25-26 Management Team Report, which was developed using FY24 data since the FY25 NOFO is not yet available. The report includes the annual work plan, organizational chart, and position descriptions. Any updates to this report will be brought back to this group for approval.

a) FY25–26 Annual Work Plan

The annual work plan is organized by month and outlines major deliverables and ongoing activities. It is designed as a condensed snapshot of UASI's priorities for the upcoming fiscal year. Please note that training and exercise activities are scheduled on a calendaryear basis; therefore, this report reflects only the first six months of those activities. Updates will be provided at future meetings as additional activities are scheduled.

b) FY25–26 Organizational Chart

The organizational chart identifies the staff required to implement the annual work plan. The proposed chart reflects a restructured model that consolidates the Training & Exercise Team and the National Priority Projects Team into a unified UASI Program Team to optimize resources. Two positions—General Manager and Junior Administrative Analyst—are unfunded in the proposed structure. This reorganization is necessary to align with fiscal realities, including static or declining federal grant funding and cost-of-living adjustments for existing staff.

FY25–26 Position Descriptions c)

This item provides high-level job descriptions for each role in the proposed organizational chart. The purpose is to clarify responsibilities and ensure alignment between roles and the tasks outlined in the work plan.

Discussion

The General Manager role prompted significant board discussion given its leadership importance and the uncertainty around how responsibilities would be shared or redistributed in its absence.

- Board members expressed concern about approving a management framework without clarity on who would assume key leadership functions.
- Several members emphasized the need to preserve regional coordination and visibility under any future leadership model.
- Vice Chair Luckett-Fahimi proposed approving the work plan and job descriptions while deferring approval of the organizational chart for further review.
- Another member asked how the Assistant General Manager or other senior staff would address leadership gaps in the absence of the General Manager position.

No public comments were submitted about this item.

Motion and Vote

- A motion was made to approve only sub-items A (Work Plan) and C (Position Descriptions), and to table sub-item B (Org Chart) until after closed session.
- Motion carried unanimously after discussion and clarification.

6. FY25-26 BAY AREA UASI PROPOSED BUDGET

Tristan Levardo, Chief Financial Officer, presented the proposed FY 25-26 Bay Area UASI proposed operating budget for approval. Due to the lack of posted Notices of Funding Opportunity for FY25 for relevant federal grants, the proposed budget reflects revenue amounts from FY24. Expenditures have been reduced by the following: defunding two positions (0954 General Manager and 1820 Junior Administrative Analyst) and reducing operating expenses for rent, travel and office management. Overall budget detail represents a reduction of over 5.03% due to reductions in expenditures.

A question was raised regarding whether the proposed budget should be approved before the organizational chart is finalized. General Manager Bechelli stated that budget approval is required to ensure continuity of operations.

Motion to approve the proposed FY25–26 proposed budget was made and seconded.

Motion passed unanimously.

7. BAY AREA UASI STRATEGIC PLANNING

Adrienne Bechelli, General Manager, presented on Bay Area UASI Strategic Planning.

- a) <u>Status of Federal Grant Awards and Associated Projects</u>
 - <u>FY22:</u> Expenditures: UASI 90%; RCPGP 97%; STC 35% UASI received approval yesterday for the FY22 extension request.
 - *FY23*: Expenditures: UASI 23%; RCPGP 24%; STC 35%.
 - FY24: Expenditures: UASI 3%; RCPGP 2%; STC 0%.

Projects are just beginning for FY24 - the final award letter has not yet been received, though verbal approval has been granted. STC - There is a current pause on equipment purchases in place by CWMD, so the anticipated purchase of (4) vehicle-mounted mobile radiation detectors is also paused. Performance period end June 30, 2025. Carryforward request for unspent funding will be submitted to CWMD.

b) Status Update Regarding FY25 Funding

- Have not yet received the FY25 NOFO that outlines how much funding will be allocated for the grants. This process is significantly different from past years and the cause of much uncertainty.
- Terms of Conditions added new terms that have been posted may make California ineligible to receive the funds. This is a legal matter but contributes to the uncertainty of FY25 funding.

c) Review of Federal FY26 Budget

The federal Office of Management and Budget released the Technical Supplement to the 2026 Budget Appendix on Friday, May 30. https://www.govinfo.gov/content/pkg/BUDGET-2026-APP/pdf/BUDGET-2026-APP.pdf

- FY26 proposed funding for UASI grant represents an approximate 22% reduction from FY25 levels
- FY26 proposed funding for UASI notes a required 25% minimum cost share
- FY26 proposed funding for RCPGP grant is not represented
- FY26 proposed funding for STC grant is not represented proposed structure moves STC programming under Cybersecurity and Infrastructure Security Agency (CISA)

Considerations Presented by General Manager Bechelli:

- Given ongoing uncertainties, the City and County of San Francisco must consider whether it is comfortable continuing as the fiscal agent for the Bay Area UASI, both immediately and in the long term.
- FY24 projects may need to be reviewed to determine whether all projects should move forward as originally written and funded, recognizing that priorities may have shifted since approval last year. FY25 projects may also need to be revisited if/when the FY25 NOFO is released.
- If a 25% match requirement is implemented for the UASI grant in FY26 as the President's budget suggests, it will significantly impact operations. Jurisdictions would be required to contribute to management team expenses and regional projects, with cost-sharing dependent on how many jurisdictions continue participation and the operations the Approval Authority wishes the Bay Area UASI to maintain.
- Consideration should be given to the future purpose of the Bay Area UASI. While the regional model has been beneficial, some UASI programs operate on a smaller scale, functioning primarily as passthrough entities. The group should consider how it would like the Bay Area UASI to serve the region if restructuring becomes necessary.

8. ANNOUNCEMENTS – GOOD OF THE ORDER

Grants Management Training Announcement: A virtual training course on Microsoft Teams will be held on July 16th, covering FY22, FY23, and FY24 compliance requirements. Invitations will be sent to relevant parties.

9. GENERAL PUBLIC COMMENT

No public comments were made.

10. CLOSED SESSION – PUBLIC EMPLOYEE APPOINTMENT

The Approval Authority Members convened into a closed session at 11:36 A.M. pursuant to Government Code Number 54957 for the appointment of a public employee as Interim General Manager. Other attendees and the public were asked to leave the room.

11. ADJOURNMENT

The meeting was reconvened at 11:55 A.M. Chair Carroll announced that the Approval Authority has appointed Mikyung Kim-Molina as the Interim General Manager through December 31, 2025. The vote was unanimous. Mikyung Kim-Molina's appointment became effective immediately. The meeting was adjourned at 12:04 P.M.



To: Bay Area UASI Approval Authority

From: Mikyung Kim-Molina, Interim General Manager

Date: September 18, 2025

Re: Item 02: General Manager's Report

Action or Discussion Item

Discussion

Staff Recommendation

None

Details / Description

The General Manager will present updates on the following items for discussion:

a. Status of Bay Area UASI Grant Applications, Awards and Modifications

<u>Urban Areas Security Initiative (UASI)</u>

- FY22: Award amount is \$32,194,935 through 5/31/2026. Percentage spent to date is 99%. The original expiration date was 7/31/2025; however, on 7/21/2025 the Bay Area UASI received approval from Cal OES to extend the remainder of the grant through 5/31/2026.
- FY23: Award amount is \$31,742,011 through 5/31/2026. Percentage spent to date is 37%.
- FY24: Award amount is \$29,088,298 through 5/31/2027. Percentage spent to date is 7%. On 7/22/2025, the Bay Area UASI received official notification of subrecipient application approval from Cal OES.
- FY25: On 8/1/2025, DHS re-released the Homeland Security Grant Program (HSGP)
 Notice of Funding Opportunity (NOFO) to include the UASI grant with a target
 allocation amount for the Bay Area at \$32,451,685 (does not reflect the 17.3% state
 retention amount). In response, Cal OES issued a subrecipient grant application due
 date of 9/16/2025. The Bay Area UASI submitted the application to Cal OES on
 9/15/2025.

Regional Catastrophic Preparedness Grant Program (RCPGP)

- FY22: Award amount is \$1,309,398 through 9/30/2025. Percentage spent to date is 100%. All project components of this grant are completed and the Bay Area UASI will be issuing a final close-out report to FEMA by 10/30/2025.
- FY23: Award amount is \$1,500,000 through 9/30/2026. Percentage spent to date is 48%.
- FY24: Award amount is \$2,696,215 through 9/30/2027. Percentage spent to date is 5%. On 8/19/2025, FEMA approved our request to modify one component of the grant from Climate Resilience Initiatives to Data-Driven Disaster Planning and Resilience Initiatives.
- FY25: On 8/1/2025, DHS released the FY 2025 Regional Catastrophic Preparedness Grant Program (RCPGP) Notice of Funding Opportunity (NOFO). The target allocation amount for the state of California is \$1,800,000. This year the State Administrative Agency (SAA) is the only entity eligible to apply for this grant.

Securing the Cities (STC)

- FY25: On 6/12/2025, DHS issued the Securing the Cities (STC) Non-Competing Continuation Application notice. According to the notice, the award authorization will consist of carryover funding only. On 6/27/2025, DHS awarded the Bay Area UASI with \$2,050,000 in carryover funding through 6/30/2026. Percentage spent to date is 4%. There is a current pause on equipment purchases in place by the grantor, so the anticipated purchase of (4) vehicle-mounted mobile radiation detectors is still on pause.
- b. Management Team Vacancies and Recent Hires

The Bay Area UASI currently has the following vacancies:

- 0931 UASI Project Manager
- 1824 THIRA/SPR Risk Management Coordinator
- 1824 BATEP Course Coordinator
- 1844 Senior Management Assistant
- c. 2025 National Homeland Security Conference

Members of the Bay Area UASI Management Team attended the 2025 National Homeland Security Conference, which took place on August 25-28th in Washington DC. Members of the management team presented on two panels: "Enhancing Community Resilience Through Strategic Funding and Programming" and "Regional Strategies for Combating Domestic Violent Extremism". The Enhancing Community Resilience panel received the *Sorry I Missed That* vote and was invited to do an encore presentation on the last day of the conference.

d. Bay Area Joint Information System (JIS)

The Bay Area UASI regional Joint Information System (JIS) was activated for the following events:

- ICE Enforcement Public Demonstrations and "No Kings" Day Public Demonstrations (June 12–15, 2025)
- Bay Area Tsunami Advisory (July 29, 2025)

The JIS is a regional network of Public Information Officers (PIOs) who work together to coordinate public information and communications during emergencies, disasters, and other major events that affect multiple cities and counties.

e. Bay Area UASI Website

The new Bay Area UASI website is in the final stages of development and has a target launch date of December 1, 2025. UASI staff will spend the months of September and October testing the site's functionality and uploading content. In early November, staff will conduct beta testing of the site before its official launch in December.

f. 2026 Golden Eagle Exercise

The 2026 Golden Eagle Exercise planning efforts officially kicked off on August 21, 2025. This year's Golden Eagle will be an exercise series designed to strengthen regional preparedness for unplanned disruptive incidents—such as active attacker events or civil unrest—that may occur during large-scale special events, (i.e., Super Bowl LX and the FIFA World Cup). The series will include:

- Core City and County-Level Tabletop Exercises (TTXs) (by 3/30/2026)
- A Bay Area Regional Joint Information System (JIS) Workshop (by 4/30/2026)
- A Regional Tabletop Exercise (by 4/30/2026)
- A Region-Wide Functional and Full-Scale Exercise (by 5/30/2026)

g. Other Significant Projects and Initiatives

- The FY24-25 UASI Annual Report is currently being drafted and will be available before the end of this year.
- The 2025 UASI Public Safety Preparedness Summit will take place on October 28-29th at the Marines' Memorial Club & Hotel in San Francisco.
- We are currently planning for the FY2026 UASI application process and have drafted a tentative timeline to present at the next Approval Authority Meeting.



To: Bay Area UASI Approval Authority

From: Juliet Vaughn, Associate, Redwood Public Law

Date: September 18, 2025

Re: Item 03: Governing Documents Update

Staff Recommendation:

Approve the updated governing MOU and amended Bylaws.

Action or Discussion Items:

Discussion, Action

Discussion:

The Bay Area UASI is governed by a memorandum of understanding, signed by each member agency. The current Memorandum of Understanding (MOU) is set to expire on November 30, 2025. Additionally, the Bylaws were revised to better reflect the evolving needs of the Bay Area UASI.

At a previous meeting in March, the Approval Authority voted to form an MOU and Bylaws Update Subcommittee and appointed 5 members to that subcommittee. The Subcommittee has met several times with former General Manager Adrienne Bechelli and myself to discuss and make recommendations related to amendments to the MOU and Bylaws.

To adopt a new MOU, the Approval Authority must vote to approve the draft MOU, so it can be forwarded to each member agency's governing body. Then, staff will begin the process of circulating the draft MOU to each member agency for review and ultimately, signature by each governing body.

The current MOU, in Paragraph 7, provides that the Bylaws must be adopted by a 2/3 vote.

Included is the revised MOU (in both a clean format and a marked up format) and the revised Bylaws (also in both a clean format and a marked up format) for review, discussion, and action.

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. <u>Purpose</u>. 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. <u>Representatives' Roles and Responsibilities.</u> Each Approval Authority Representative shall:
 - 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. <u>Voting</u>. 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. <u>Obligations of Parties</u>. 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. <u>City of Oakland</u>. 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. <u>City of San Jose</u>. 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. <u>City and County of San Francisco</u>. 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. <u>Alameda County</u>. 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. <u>Contra Costa County</u>. 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. <u>Monterey County</u>. 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. <u>San Mateo County</u>. 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. <u>Santa Clara County.</u> During the term of this MOU, Santa aara County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
- j. <u>Sonoma County.</u> 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 fulltime 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. <u>UASI Management Team.</u>

- 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. <u>Preemption</u>. 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. <u>Indemnification</u>. 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. <u>Modification</u>. 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. <u>Cooperative Drafting</u>. 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. <u>Survival of Terms</u>. 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. <u>Complete Agreement</u>. 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. <u>Severability</u>. 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. <u>Counterparts</u>. 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. <u>Notice</u>.

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

IN WITNESS WHEREOF,

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 XXXX 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. 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. 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, and 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 202117 is set to expire on November 30, 202521. The Parties intend that this MOU shall, upon its Effective Date, supersede and replace the 202117 MOU in its entirety.

ACCORDINGLY, the Parties agree as follows:

 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 regionand on the terms and conditions set forth below.

a. Membership: Representatives

Membership. The Parties shall appoint Members to the Approval Authority
as follows: 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 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, except that 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

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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. <u>Purpose</u>. 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) DHS grant guidelines. To the extent consistent with grant program requirements, the Approval Authority shall:
 - Approve the Bay Area UASI-Goals and Objectives and THIRA (Threat and Hazards Identification and Risk Assessment), which shall provide focus to grant investments.
 - Adopt a regional risk management framework to administer <u>all awarded federal grants</u>. the UASI Homeland Security Grant Program, and related grants, consistent with the grant guidelines and direction provided by the U.S. Department of Homeland Security (DHS) and the California Office of Emergency Services (Cal OES).
 - iii. Approve grant allocation methodologies.
 - iv. Approve all **UASI** program and related grant applications.
 - 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. <u>Representatives' Roles and Responsibilities.</u> Each Approval Authority Representative shall:
 - Be prepared for and attend all Approval Authority meetings. <u>Preparation for purposes of this subsection shall include</u>, but not be limited to, reviewing the

meeting agenda and accompanying materials and receiving briefings as necessary from the General Manager.

- <u>ii.</u> 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. Urban Area Working Group (UAWG). The Approval Authority shall constitute the primary UAWG for the UASI region, with support from the UASI General Manager

- e.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.
- <u>f.e. Voting</u>. 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 <u>required by law</u>, specified in this MOU, or set by the Approval Authority in its bylaws.
 - ii. Each Representative shall have one vote.

and the UASI Management Team.

- iii. Each Representative present at a meeting shall vote "yes". or "abstain" when a question is put, unless excused from voting by a motion adopted by a majority of the Members.
- iv. Approval Authority Representatives shall disclose any conflict of interest involved in their voting on an item, and abstain from discussing the item. and shall, if necessary request to be excused from the vote on that item.
- g-f. Quorum. A quorum shall consist of the majority of the total number of primary Representatives appointed to the Approval Authority. A quorum is at least six voting

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Representatives. The Approval Authority may not meet or conduct official business in the absence of a quorum.

- 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. <u>City of Oakland</u>. 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. <u>City of San Jose</u>. 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. <u>City and County of San Francisco</u>. During the term of this MOU, San Francisco will provide the following services to the Approval Authority:
 - 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.
 - 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.
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 - f. <u>Marin County</u>. 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. <u>San Mateo County</u>. 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.
- Santa Clara County. During the term of this MOU, Santa aara County shall designate one primary individual and one alternate as a full voting Member of the Approval Authority.
- 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. <u>Any Member of the Approval Authority may submit a proposed candidate for consideration for the role of General Manager when the position is vacant.</u>
- c. The General Manager shall be an employee or contractor of the Fiscal Agent.
- d.c. While the City and County of San Francisco is the Fiscal Agent, the General Manager shallwill be an employee, and not a contractor, of San Francisco.

- e.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 fulltime 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), nNothing in this MOU is intended to interfere with the right of the Approval Authority 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.

g.

5. UASI Management Team.

- a. In consultation with the Approval Authority, the General Manager may hire select employees, of the Parties or independent contractors, 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.

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- 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.

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- d. The City and County of San Francisco, as the Fiscal Agent, shall conduct a performance evaluation of 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.
- 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, thise MOU shall controls. 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. <u>Indemnification</u>. 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. <u>Effective Date and Term</u>. This MOU shall take effect on December 1, 20<u>25</u>24 ("Effective Date") and shall remain in effect through November 30, 20<u>30</u>25, unless sooner terminated as provided below ("Termination"). <u>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.</u>

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. <u>Jurisdiction and Venue</u>. 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. <u>Modification</u>. 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 <u>the adoption of</u> this MOU.
- 15. <u>Cooperative Drafting</u>. 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. <u>Survival of Terms</u>. 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, and the 2017 MOU, and the 2021 MOU.
- 18. <u>Severability</u>. 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. <u>Counterparts</u>. 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:

IN WITNESS WHEREOF,

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BAY AREA URBAN AREA SECURITY INITIATIVE (UASI) APPROVAL AUTHORITY

BYLAWS

Approved	by the A	pproval Auth	ority on	, 2025
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ARTICLE I – FORMATION

The Bay Area Urban Areas Security Initiative Approval Authority ("Approval Authority") was established by a Memorandum of Understanding between 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, dated July 1, 2006. A successor Memorandum of Understanding between the same parties, dated July 1, 2007, continued the Approval Authority. New Memoranda of Understanding dated December 1, 2011 ("2011 MOU"), December 1, 2013 ("2013 MOU"), December 1, 2017 ("2017 MOU"), December 1, 2021 ("2021 MOU"), and December 1, 2025 ("2025 MOU") were entered by the initial parties and the following additional government entities from the Bay Area Urban Area: County of Contra Costa, County of Marin, County of Monterey, County of San Mateo and County of Sonoma, with the California Office of Emergency Services ("Cal OES") as a then nonvoting member. Cal OES is no longer a member of the Approval Authority. The current Member entities are collectively referred as "parties".

ARTICLE II – PURPOSE

The Approval Authority provides 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). The Approval Authority coordinates development and implementation of all grant projects, programs and initiatives, and ensures compliance with grant program requirements, as more fully set forth in the 2025 MOU.

ARTICLE III – MEMBERS AND REPRESENTATIVES

Section 3.1. <u>Current Members</u>. The Members of the Approval Authority are 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.

Section 3.2. Representatives. Each Member, other than the City and County of San Francisco, shall select one primary and one alternate Representative to the Approval Authority, as specified in the 2025 MOU. As both a core city and core county, the City and County of San Francisco shall select two primary and two alternate Representatives. The Representative(s) shall be selected by the executive officer or administrator of that Member's jurisdiction. Unless expressly specified in these bylaws, a reference to a Member's Representative is to the Member's primary Representative.

ARTICLE IV – OFFICERS AND GENERAL DUTIES

Section 4.1. <u>Selection of Chair and Vice-chair</u>. The officers of the Approval Authority are the Chair and Vice-chair. Officers may be representatives of any Party to the 2025 MOU. The Approval Authority shall elect a Chair and Vice-chair from among the Members' primary Representatives at the last Approval Authority meeting of the calendar year that term limits are set to expire to become effective on January 1 of the following year.

Section 4.2. <u>Term of the Chair and Vice-chair</u>. The Chair and Vice-chair each shall serve a two-year term. If the Chair is unable to complete their term, the Vice-chair shall become Chair for the remaining period of the Chair's term, and the Approval Authority shall elect a new Vice-chair at the next regularly scheduled meeting to serve the remaining period of the Vice-chair's term.

Section 4.3. <u>Duties of the Chair</u>. The Chair shall perform the following duties:

- (a) Approve the agenda for all Approval Authority meetings.
- (b) Preside over all meetings of the Approval Authority including calling meeting to order, introducing each agenda item, calling for Member discussion, calling for public comment, calling for votes on action items, and other related responsibilities.
- (c) Call special meetings of the Approval Authority outside of the regular meeting schedule, subject to Section 6.3 (Special Meetings), below.
- (d) Cancel a meeting of the Approval Authority, but only if there is no quorum or there exists a declared local, state, or national emergency that impacts the Bay Area Urban Area.
- **Section 4.4.** <u>Duties of the Vice-chair; Alternates</u>. The Vice-chair shall fulfill the duties of the Chair any time when the Chair is unavailable, or when so designated by the Chair. In the event both the Chair and Vice-chair are unavailable, the alternate Representative of the Member whose primary Representative was elected Chair shall fulfill the duties of the Chair. In the event such alternate Representative also is unavailable, the alternate Representative of the Member whose primary Representative was elected Vice-chair shall fulfill the duties of the Chair.

Section 4.5. <u>**Duties of the Representatives.**</u> Representatives of the Approval Authority shall perform the following duties:

- (a) Attend all meetings of the Approval Authority, as outlined in Article VI of these bylaws.
- (b) Review meeting materials in advance to be prepared to discuss and/or take action on each item.
- (c) Identify a designated alternate to fulfill Representative duties should the primary Member be unavailable. The designated alternate may be modified by submitting a written memo from the primary Member to the General Manager.

- (d) Serve as point person or liaison for the Representative's jurisdiction, or, where applicable, multiple jurisdictions within the Party's jurisdiction, on matters related to homeland security, including but not limited to projects implemented by or on behalf of that jurisdiction. If the Representative is not the appropriate subject matter expert for the associated project, the Representative may delegate this responsibility to another qualified member of the jurisdiction.
- (e) Identify appropriate personnel for working groups and/or subcommittees of working groups as outlined in Article V of these bylaws.
- (f) Meet with the Bay Area UASI General Manager annually, at a minimum, to align priorities, receive briefings, and provide relevant feedback on the Bay Area UASI Management Team.

ARTICLE V – COMMITTEES AND WORK GROUPS

Section 5.1. Regional Working Groups. The General Manager may create discipline-specific and/or functionally-determined working groups, which shall report to the Bay Area UASI Management Team, to make comprehensive assessments and recommendations that address risk reduction, increase capabilities on a regional basis, vet regional project proposals, and review grant allocations. Working Groups will have a specific purpose or charter, and will serve as a group of subject matter experts responsible for implementing the direction and priorities of the Approval Authority. Members of the working groups shall be identified by Approval Authority members and/or members of the Bay Area UASI Management Team. These regional working groups may elect Chairs from among their memberships and membership shall be reviewed on an annual basis. Summaries of the deliverables of each Working Group shall be presented at a meeting of the Approval Authority on an annual basis by the General Manager or their designee.

ARTICLE VI – APPROVAL AUTHORITY MEETINGS

- **Section 6.1.** <u>Open Meeting Policy</u>. It is the policy of the Approval Authority to conduct official business through open and public meetings. The Approval Authority shall conduct its meetings, and the meetings of any committees established by the Approval Authority, in compliance with the Ralph M. Brown Act, California Government Code §54950 et seq. (the "Brown Act").
- **Section 6.2.** <u>Regular Meetings</u>. The Approval Authority shall meet pursuant to a Regular Meeting Schedule to be adopted by the Approval Authority at the last meeting of each calendar year. The Regular Meeting Schedule shall make every effort to maintain consistent times and days of the week across all meetings.
- **Section 6.3.** <u>Special Meetings</u>. The Chair may call special meetings with twenty-four (24) hours' advance notice. In addition, a majority of the Representatives of the Approval Authority may call a special meeting by vote at a noticed meeting. Materials for a special meeting may be distributed at the meeting, with the exception of the meeting agenda, which must be distributed and posted publicly 24 hours in advance of the meeting, per the Brown Act.

Section 6.4. Meeting Agenda. The General Manager shall propose the agenda for Approval Authority meetings for approval by the Chair no less than ten (10) business days prior to the scheduled meeting. Approval Authority Representatives may request the General Manager or Chair to include items on the agenda. Each agenda shall specify the date, time, and location of the meeting and contain a meaningful description of each item of business to be transacted or discussed. Agendas must also include information regarding the location where members of the public may inspect agenda materials distributed to the Approval Authority fewer than 72 hours before a meeting, as well as information on accommodation for persons with disabilities.

Section 6.5. <u>Submitting Materials for Regular Meeting Agenda Items</u>. Each person presenting an agenda item at a meeting of the Approval Authority shall prepare and submit materials for that item to the General Manager no less than ten (10) calendar days before the meeting, using the Approval Authority Agenda Item Template. (Appendix A)

Section 6.6. <u>Distribution of Meeting Materials</u>. Except as described in Section 6.3 (Special Meetings), the General Manager shall distribute meeting materials as outlined below.

- (a) Distribution to Representatives. The General Manager shall distribute the meeting agenda and any supporting or supplementary materials including but not limited to staff reports via email to Approval Authority Representatives. At the written request of a Representative, the General Manager will also distribute the agenda to that individual by any other means, including U.S. mail. In addition, a Representative may identify in writing up to three (3) additional persons, such as the Representative's assistant or officials of the Representative's Member, to whom the General Manager shall distribute the agenda. Distribution to Representatives shall occur at least 72 hours before the meeting, and to the extent practicable, seven (7) calendar days before the meeting.
- (b) General Posting. The General Manager shall post the agenda at a location freely accessible to the public within the jurisdictional boundaries of the Bay Area UASI. Except with regard to special meetings, the General Manager shall post on the website all public materials for the meeting no later than 72 hours before the meeting.
- (c) Other Distribution. Members of the public may submit a written request to the General Manager to receive copies of Approval Authority agendas and/or agenda materials. A written request shall be valid for the calendar year in which it is submitted, and must be renewed the following January 1 of each year. The General Manager shall provide a copy of the agenda and/or agenda materials by email or U.S. mail to each person with a current written request submitted to the General Manager.

Section 6.7. <u>Meeting Minutes</u>. The General Manager or their designee shall prepare minutes of each Approval Authority meeting and submit them to the Approval Authority for their review, correction, or concurrence. The Chair shall ensure the draft minutes are available and subject to review and approval at the next regularly scheduled Approval Authority meeting. The General Manager shall post approved minutes on the Bay Area UASI website following the meeting where the minutes are approved. Meeting minutes shall include the following information:

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

Section 6.8. Closed Session. The Approval Authority may meet in closed session as permitted by law. Notice of the closed session must be included in the meeting agenda and public comment may be given in accordance with the Brown Act. The Approval Authority must vote to enter closed session. The Chair shall report publicly any action taken in closed session as required by law or as determined by vote of the Approval Authority.

Section 6.9. Order of Business. Meetings of the Approval Authority shall proceed as set forth in the agenda, except that the Chair may call items out of order for any reasonable purpose, or any Representative in attendance may request a change in the order of agenda items to be confirmed by a majority vote of the Authority.

Section 6.10. Electronic Messaging During Meetings. Text messaging during a meeting could enable a Representative to surreptitiously communicate with another Representative or interested parties, or receive evidence or direction as to how to vote, from an outside party, that other Representatives of Members and the parties do not see. These circumstances may undermine the integrity of the proceeding and raise due process concerns. Text messaging or use of other personal electronic communications devices during any meeting of a policy body presents serious problems. The Brown Act presumes that public input during a meeting will be "on the record" and visible to those who attend or review a tape of the meeting. But members of the public will not observe the text messages that Members of the policy body receive during the meeting. Hence the public will not be able to raise all reasonable questions regarding the basis for the policy body's actions. Further, text messaging among Representatives of Members of the policy body concerning an agenda item or other business of the body could lead to an unlawful seriatim meeting in the midst of a formal meeting. Text messaging related to meeting agenda items is strictly prohibited, and any text messaging during meetings is strongly discouraged.

Section 6.11. Public Participation. It is the policy of the Approval Authority to encourage and permit public participation and comment on matters within the Approval Authority's jurisdiction, as outlined below.

(a) Public Comment on Agenda Items. The Approval Authority will take public comment on each item on the agenda. The Approval Authority will take public comment on an action item before the Approval Authority takes action on that item. Persons addressing the Approval Authority on an agenda item shall confine their remarks to the particular agenda item. For each agenda item, each member of the public may address the Approval Authority once, for up to three minutes. The Chair may limit the public comment on an agenda item to less than three minutes per speaker based on the nature of the agenda item, the number of anticipated speakers for that item, and the number and anticipated duration of other agenda items.

- (b) General Public Comment. The Approval Authority shall include general public comment as an agenda item at each meeting of the Approval Authority. During general public comment, each member of the public may address the Approval Authority on matters within the Approval Authority's jurisdiction. Issues discussed during general public comment must not appear elsewhere on the agenda for that meeting. Each member of the public may address the Approval Authority once during general public comment, for up to three minutes. The Chair may limit the total general public comment to 30 minutes and may limit the time allocated to each speaker depending on the number of speakers during general public comment and the number and anticipated duration of agenda items.
- (c) Comment, Not Debate. Approval Authority Representatives and other persons are not required to respond to questions from a speaker. Approval Authority Representatives shall not enter into debate or discussion with speakers during public comment. Authority Representatives may question speakers to obtain clarification. Approval Authority Representatives may ask the General Manager to investigate an issue raised during public comment and later report to the Approval Authority. The lack of a response by the Approval Authority to public comment does not necessarily constitute agreement with or support of comments made during public comment. The Approval Authority is not permitted to take any action with respect to items that are not on a meeting agenda, absent special circumstances and in compliance with the Brown Act.

<u>Section 6.13.</u> Attendance of Meetings. As outlined in the 2025 MOU, Representatives shall attend all meetings of the Approval Authority. Should the Representative be unable to attend a meeting, the Party may be represented by the alternate Representative. Parties shall be represented at no less than 75% of all meetings every calendar year, no less than 50% of which are attended by the Primary Representative. Failure to adhere to this requirement shall constitute grounds for removal of the Party from the Authority by the Approval Authority. Before the Approval Authority takes any action to remove a Party, the General Manager shall confer with the Representative and provide them the opportunity to select another Primary Representative.

ARTICLE VII – GENERAL MANAGER AND MANAGEMENT TEAM

Section 7.1. General Manager. The assignment of the General Manager, including selection, duties, evaluation, and removal, shall be governed by the 2025 MOU and these bylaws. The General Manager shall:

- (a) Act in accordance with the 2025 MOU, these bylaws, and any policies and procedures established by the Approval Authority.
- (b) Establish proposed criteria, rationale, and methodology, consistent with grant guidelines, for selecting governmental entities from within the Bay Area Urban Area for representation. The Approval Authority shall approve the criteria, rationale and methodology and the selection of jurisdictions.

- (c) Make reasonable efforts to equitably distribute Management Team staff time to projects across the region.
- (d) Direct and manage the work of the personnel assigned to the Management Team to support the Approval Authority initiatives and projects. The General Manager shall carry out this responsibility by appropriate means determined in their sole discretion, including but not limited to setting job duties and responsibilities, establishing performance goals and expectations, conducting performance plans and evaluations, directing performance improcement and corrective action plans, and releasing from or terminating employment, with or without cause at any time.

Section 7.2 General Manager Hiring, Termination, and Performance Review. The General Manager shall be appointed by a two-thirds vote of the Approval Authority and shall serve at the will of the Fiscal Agent. The Fiscal Agent shall conduct an annual performance review of the General Manager with input from the Approval Authority. A summary of the General Manager's performance shall be provided by the Fiscal Agent Representative at the next regularly scheduled meeting of the Approval Authority following the completion of annual performance review. 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 vote of no confidence is achieved, the Approval Authority may also recommend to the Fiscal Agent to terminate the General Manager.

Section 7.3 <u>Management Team.</u> The General Manager may hire personnel for assignment to the Management Team as provided for in the 2025 MOU.

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

- (a) Act in accordance with the 2025 MOU, these bylaws, and any policies and procedures established by the Approval Authority or the General Manager.
- (b) Oversee and execute all administrative tasks associated with application for and distribution of grant funds and programs including but not limited to records regarding application, funding, and disbursement processes for grants under the jurisdiction of the Approval Authority.
- (c) Coordinate and manage any working groups and serve as the liaison between those groups to ensure regional coordination and collaboration.
- (d) Provide regional coordination, monitoring, and appropriate oversight and management of grant funded projects and programs.
- (e) Work with appropriate Bay Area stakeholders to obtain input and make recommendations to the Approval Authority on application for and allocation and distribution of grant funds under the jurisdiction of the Approval Authority, and policy and programmatic objectives in alignment with the

- federal grant guidelines and the regional, state and federal homeland security strategies.
- (f) Perform additional functions, duties and responsibilities as determined and established by the General Manager.

Section 7.5. <u>Budget</u>. At the last regularly scheduled meeting of the fiscal year, the General Manager shall submit a recommended annual Management Team budget for approval by the Approval Authority. The budget shall include recommendations for the upcoming fiscal year for all staff and consultant resources, training, and travel expenses of the Management Team. The budget shall be based on anticipated grant award amounts and shall also include recommendations for additional or reduced project expenses should the actual award amounts differ from projections.

Section 7.6. Recurring Approval Authority Agenda Items.

- (a) At each Approval Authority meeting, the General Manager and/or their designee shall provide a General Manager's Report that describes the following:
 - (i) Status updates of grant applications, award notices, denial notices, or other relevant information.
 - (ii) Updates on Management Team strategic initiatives or significant projects relevant to the Approval Authority, including but not limited to changes to the annual Management Team work plan.
 - (iii) Recommendations and major issues raised by any working group.
 - (iv) Updates on Management Team vacancies or recent hires.
 - (v) Answers to any outstanding questions posed by the Authority from a prior meeting.
- (b) At the last regularly scheduled meeting of the fiscal year, the General Manager and/or their designee shall provide a written report and oral summary as outlined below. These items may be called separately from the General Manager's Report at the General Manager's discretion.
 - (i) The General Manager shall submit a recommended annual Management Team budget for approval by the Approval Authority, as described in Section 7.5 of these bylaws.
 - (ii) The General Manager shall submit a recommended annual work plan for the upcoming fiscal year for the General Manager and Management Team for approval by the Approval Authority. The annual work plan shall include specific deliverables and timelines, as well as an organizational chart for the Management Team.

- (c) At the last regularly scheduled meeting of the calendar year, the Chair shall call for the following agenda items:
 - (i) Election of Officers to the Bay Area UASI Approval Authority, as applicable.
 - (ii) Approval of the Regular Meeting Schedule for the following year.
 - (iii) Discussion of the next calendar year's priorities for all Parties, including discussion of proposed regional or sub-recipient projects.
 A contingency project list outlining priorities for all Parties shall be maintained by the General Manager in the event that additional funding becomes available.
- (d) The General Manager and/or their designee shall provide written financial reports twice annually at the last meetings of the calendar and fiscal year, with an oral summary at the meeting, that include detailed grant expenditures for all programmatic and administrative expenses.

ARTICLE VIII - GRANT INVESTMENTS AND ADMINISTRATION

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

Section 8.2. Overarching Grant Funding Policies. Investment of grant funds managed and administered by Bay Area UASI must:

- (a) Build regional capabilities, defined as capabilities for two or more counties.
- (b) Align with the Bay Area THIRA (Threat and Hazard Identification and Risk Assessment).
- (c) Support the federal investment strategy.
- (d) Incorporate the DHS grant program funding priorities as well as the relevant national priorities as outlined by each eligible grant.

Section 8.3. Grant Application.

- (a) The Management Team shall prepare grant applications consistent with the priorities of the Approval Authority. When practical, a summary of the projects and programs contained in each grant application will be reviewed and approved by the Approval Authority prior to application submission.
- (b) Grant applications submitted by the Management Team shall adhere to all relevant local, state, and federal requirements as defined by the grantor and

- subsequent distribution of grant funds shall occur in accordance with these same requirements.
- (c) Grant applications submitted by the Management Team shall meet all required deadlines and requirements outlined by the grantor.
- (d) The General Manager is authorized to adjust a grant application to conform to required changes from Cal OES or the applicable federal granting agency. The General Manager shall report back any adjustments made to the Approval Authority at the next regularly scheduled meeting.

Section 8.4. Grant Award. The General Manager shall report to the Approval Authority on a grant award received from Cal OES or the applicable federal granting agency at the next regular meeting following the award. If the award amount differs from the application amount, the General Manager shall adhere to the approved budget and associated contingencies discussed by the Approval Authority pursuant to Section 7.5 of these bylaws when making adjustments to an application. The General Manager shall report back any adjustments made as soon as possible, but no later than the next scheduled meeting of the Approval Authority.

Section 8.5. <u>Modification of Grant Allocations.</u> Modifications of already awarded and approved grant allocations are permitted under the below outlined conditions. Any modifications must adhere to all local, state, and federal requirements.

- (a) Within a grant project, the General Manager is authorized to approve scope changes requested by sub-recipient jurisdictions or deemed appropriate by the Management Team as long as such scope changes are budget neutral and are consistent with the original project goals and objectives as stated in the project proposal, outlined by THIRA, and/or required by the federal grantor.
- (b) Within a grant project, the General Manager is authorized to add or subtract from the allocation by \$150,000. Any changes must be consistent with the original project goals and objectives as stated in the project proposal, outlined by THIRA, and/or required by the federal grantor. The General Manager and/or their designee shall report such project budget changes under \$150,000 to the Approval Authority at each meeting during the General Manager's Report. The General Manager shall bring any budget change that exceeds \$150,000 to the Approval Authority for approval prior to the change.
- (c) The General Manager is authorized to reallocate projects from one grant year to another grant year for the purpose of expending grant funds within applicable grant performance periods, in essence allowing approved projects a longer time period for completion. The General Manager and/or their designee must report to the Approval Authority any timeline changes for projects with budgets over \$150,000 that delay the final project completion date by more than one year.
- (d) The General Manager is authorized to establish new projects not to exceed \$150,000 that adhere to the Approval Authority's priorities when funding Approval Authority Bylaws Last Updated 2025 10 of 12

becomes available because the Party designated to implement the project is unable to or no longer interested in implementing the project as originally approved by the Approval Authority, or because actual expenditures for a project are lower than originally budgeted. New projects established by the General Manager under this provision shall be on the contingency project list established by the Approval Authority. If a new project not on the contingency list is proposed by the General Manager, the Approval Authority must approve the project scope by a majority vote.

(e) The Approval Authority shall hear all proposed modifications of grant allocations exceeding \$150,000 for their approval. Wherever possible, this approval should occur during a regularly scheduled meeting. If the proposed modification requires action prior to the next regularly scheduled meeting, an established Subcommittee shall possess the authority to approve or disapprove the proposed modification in the interim. The Result shall be presented at the next regularly scheduled meeting of the Approval Authority to ratify the Subcommittee's decision.

Section 8.6. Fiscal Agent. Per the Department of Homeland Security Grant Guidelines, the State Administrative Agent (SAA) is responsible for ensuring compliance with fiduciary and programmatic administration requirements of the UASI Program, as such it must identify a Point of Contact for the application and acceptance of grant funds. This responsibility may be undertaken on behalf of the Bay Area Urban Area by any qualified Member of the Approval Authority, as identified and approved by the SAA. The identified Fiscal Agent will perform the required duties for the UASI Program as well as for all other federal grants managed and administered by the Management Team.

- (a) The Fiscal Agent shall:
 - (i) Be a party to the 2025 Bay Area UASI Memorandum of Understanding.
 - (ii) Have the financial ability to advance funding for grants in advance of reimbursement from the Department of Homeland Security or other Federal or State granting agencies. Should reimbursement be disallowed by the grantor, the Fiscal Agent shall coordinate with other Parties and sub-recipients to determine whether the Fiscal Agent shall be reimbursed
 - (iii) Have the legal authority to apply for Federal assistance and have the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the grant provided by the grantor.
 - (iv) Be able to assume responsibility as the Fiscal Agent, and in doing so to not disrupt the orderly business of the Approval Authority or the administration of existing grants and projects.
 - (v) Have certification by an independent Certified Public Accountant (CPA) that criteria #ii-iv above can be successfully met.

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- (vi) Serve as sub-grantee for UASI funds and other program grant funds granted by DHS and Cal OES and establish procedures and execute sub-recipient agreements for distribution.
- (vii) Serve as the UASI region point of contact with DHS and Cal OES. This role may be fulfilled by the Bay Area UASI General Manager as requested by the Fiscal Agent.
- (viii) Establish and maintain procedures and provide financial services for distribution of UASI and other program grant funds as outlined in the Grants Manual.
- (ix) Comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including the Uniform Guidance per 2 CFR 200 and E.O. 12372.
- (x) Cooperate with any assessments, evaluation efforts, and information or data collection requests, including but not limited to the provision of any information required for the assessment or evaluation of any activities within this agreement.
- (xi) Meaningfully assist during any transition of responsibilities to another Member agency.
- (b) Change of Fiscal Agent. At any time during the term of the Memorandum of Understanding, any Member of the Approval Authority may, by written notice to the Co-Chairs of the Approval Authority, request consideration of the Approval Authority to assume the role of Fiscal Agent. The Fiscal Agent must meet all of the criteria specified in Section 8.6(a) above. Upon receipt of the request, the Chair shall agendize the request for discussion and possible action at the next regularly scheduled meeting of the Approval Authority. At the Approval Authority's discretion, the full item discussion may be postponed to a future meeting to align with the budgetary process of the Parties. The item discussion shall include implications for Fiscal Agent change, including impacts to the Management Team staff and how the requesting Party would ensure reasonable continuation of work during the transition period. Any change of Fiscal Agent must be approved by twothirds, rather than majority, vote of the Approval Authority. Change of Fiscal Agent will require an immediate revision of the governing MOU.
- **Section 8.7.** Grants Management Manual. The General Manager shall maintain a Bay Area UASI Grants Management Manual. This Manual shall outline policies and procedures for grant allocations and expenditures, grant management and administration, and any other applicable requirements. Any Approval Authority Representative or the General Manager may present proposed changes to the Grants Manual at any time. Any amendments to the Manual shall be effective only if and when adopted by the Approval Authority.

ARTICLE IX – GOVERNING AUTHORITY; DEFINED TERMS

The Approval Authority shall operate in accordance with the 2025 MOU. Any portion of the bylaws or any other procedural document that conflicts with the 2025 MOU is null and void to the extent of such conflict. Capitalized terms not defined herein shall have the meaning ascribed to them in the 2025 MOU.

ARTICLE X – AMENDMENT OF THE BYLAWS

These bylaws may be amended by a two-thirds vote of the Approval Authority. Amendment to the bylaws must be made as a public agenda item at an Approval Authority meeting. Amendment to the bylaws is not required to correspond to amendment of the MOU, though the bylaws should be reviewed during each MOU revision to ensure consistency between the documents.

ARTICLE XI – EFFECTIVE DATE

These bylaws are effective beginning the first regular meeting after adoption.

[Insert Appendix A: Approval Authority Agenda Item Template]

BAY AREA URBAN AREA SECURITY INITIATIVE (UASI) APPROVAL AUTHORITY

BY-LAWS

Approved by the Approval Authority on	, 202 <u>5</u> 1
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ARTICLE I - FORMATION

The Bay Area Urban Areas Security Initiative Approval Authority ("Approval Authority") was established by a Memorandum of Understanding between 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, dated July 1, 2006. A successor Memorandum of Understanding between the same parties, dated July 1, 2007, continued the Approval Authority. New Memoranda of Understanding dated December 1, 2011 ("2011 MOU"), December 1, 2013 ("2013 MOU"), December 1, 2017 ("2017 MOU"), and December 1, 2021 ("2021 MOU"), and December 1, 2025 ("2025 MOU") were entered by the initial parties and the following additional government entities from the Bay Area Urban Area: County of Contra Costa, County of Marin, County of Monterey, County of San Mateo and County of Sonoma, with the California Office of Emergency Services ("Cal OES") as a then non-voting member. Cal OES is no longer a member of the Approval Authority. The current Member entities are collectively referred as "parties".

ARTICLE II - PURPOSE

The Approval Authority provides 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), overall governance of the Urban Area Security Initiative ("UASI") homeland security grant program, as well as other grant programs under the jurisdiction of the Approval Authority, across the Bay Area Urban Area. The Approval Authority coordinates development and implementation of all grant projects, programs and initiatives, and ensures compliance with grant program requirements, as more fully set forth in the 2025 MOU.

ARTICLE III - MEMBERS AND REPRESENTATIVES

Section 3.1. <u>Current Members</u>. The Members of the Approval Authority are 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.

Section 3.2. <u>Representatives</u>. Each Member, other than the City and County of San Francisco, shall select one primary and one alternate Representative to the Approval Authority, as specified in the 20254 MOU. <u>As both a core city and core county, tThe City and County of San Francisco shall select two primary and two alternate Representatives. <u>The Representative(s) shall be selected by the executive officer or administrator of that Member's jurisdiction.</u> Unless expressly specified in these bylaws, a reference to a Member's Representative is to the Member's primary Representative.</u>

ARTICLE IV - OFFICERS AND GENERAL DUTIES

Section 4.1. Selection of Chair and Vice-chair. The officers of the Approval Authority are the Chair and Vice-chair. Officers may be representatives of any Party to the 2025 MOU. The Approval Authority shall elect a Chair and Vice-chair from among the Members' primary Representatives on an annual basis at the January last Approval Authority meeting of the calendar year that term limits are set to expire to become effective on January 1 of the following year.

Section 4.2. <u>Term of the Chair and Vice-chair</u>. The Chair and Vice-chair each shall serve a <u>two-one-</u>year term. If the Chair is unable to complete <u>their his or her-</u>term, the Vice-chair shall become Chair for the remaining period of the Chair's term, and the Approval Authority shall elect a new Vice-chair at the next regularly scheduled meeting to serve the remaining period of the Vice-chair's term.

Section 4.3. <u>Duties of the Chair</u>. The Chair shall perform the following duties:

- (a) Approve the agenda for all Approval Authority meetings.
- (b) Preside over all meetings of the Approval Authority <u>including calling</u> meeting to order, introducing each agenda item, calling for Member discussion, calling for public comment, calling for votes on action items, and other related responsibilities.
- (c) Call special meetings of the Approval Authority outside of the regular meeting schedule, subject to Section 6.3 (Special Meetings), below.
- (d) Cancel a meeting of the Approval Authority, but only if there is no quorum or there exists a declared local, state, or national emergency that impacts the Bay Area Urban Area.

Section 4.4. <u>Duties of the Vice-chair; Alternates</u>. The Vice-chair shall fulfill the duties of the Chair any time when the Chair is unavailable, or when so designated by the Chair. In the event both the Chair and Vice-chair are unavailable, the alternate Representative of the Member whose primary Representative was elected Chair shall fulfill the duties of the Chair. In the event such alternate Representative also is unavailable, the alternate Representative of the Member whose primary Representative was elected Vice-chair shall fulfill the duties of the Chair.

Section 4.5. Duties of the Representatives. Representatives of the Approval Authority shall perform the following duties:

- (a) Attend all meetings of the Approval Authority, as outlined in Article VI of these bylaws.
- (b) Review meeting materials in advance to be prepared to discuss and/or take action on each item.
- (c) Identify a designated alternate to fulfill Representative duties should the primary Member be unavailable. The designated alternate may be modified by submitting a written memo from the primary Member to the General Manager.

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- (d) Serve as point person or liaison for the Representative's jurisdiction, or, where applicable, multiple jurisdictions within the Party's jurisdiction, on matters related to homeland security, including but not limited to projects implemented by or on behalf of that jurisdiction. If the Representative is not the appropriate subject matter expert for the associated project, the Representative may delegate this responsibility to another qualified member of the jurisdiction.
- (e) Identify appropriate personnel for working groups and/or subcommittees of working groups as outlined in Article V of these bylaws.
- (f) Meet with the Bay Area UASI General Manager annually, at a minimum, to align priorities, receive briefings, and provide relevant feedback on the Bay Area UASI Management Team.

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ARTICLE V - COMMITTEES AND WORK GROUPS

Section 5.1. Regional Working Groups. The General Manager may create discipline-specific and/or functionally-determined working groups, which shall report to the Bay Area UASI Management Team General Manager, to make comprehensive assessments and recommendations that address risk reduction, increase capabilities on a regional basis, vet regional project proposals, and review grant allocations. Working Groups will have a specific purpose or charter, and will serve as a group of subject matter experts responsible for implementing the direction and priorities of the Approval Authority. Members of the working groups shall be identified by Approval Authority members and/or members of the Bay Area UASI Management Team. These regional working groups may elect Chairs from among their memberships and membership shall be reviewed on an annual basis. Summaries of the deliverables of each Working Group shall be presented at a meeting of the Approval Authority on an annual basis by the General Manager or their designee.

ARTICLE VI – APPROVAL AUTHORITY MEETINGS

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

Section 6.2. <u>Regular Meetings</u>. The Approval Authority shall meet at 10:00 a.m. on the second—Thursday of the month-pursuant to a Regular Meeting Schedule to be adopted by the Approval Authority-at the last meeting of each calendar year. The Regular Meeting Schedule shall make every effort to maintain consistent times and days of the week across all meetings. each—November.

Section 6.3. Special Meetings. The Chair may call special meetings with ten (10) business days'twenty-four (24) hours' advance notice. In addition, a majority of the Representatives of the Approval Authority may call a special meeting by vote at a noticed meeting. Materials for a special meeting may be distributed at the meeting, with the exception of the meeting agenda,

which must be distributed and posted publicly 24 hours in advance of the meeting, per the Brown

Section 6.4. Meeting Agenda. The General Manager shall proposeChair shall set the agenda for Approval Authority meetings for approval by the Chair no less than ten (10) business days prior to the scheduled meeting. Approval Authority Representatives and the General Manager may request the General Manager or Chair to include items on the agenda. Each agenda shall specify the date, time, and location of the meeting and contain a meaningful description of each item of business to be transacted or discussed. Agendas must also include information regarding the location where members of the public may inspect agenda materials distributed to the Approval Authority fewer than 72 hours before a meeting, as well as information on accommodation for persons with disabilities.

Section 6.5. Submitting Materials for Regular Meeting Agenda Items. Each person presenting an agenda item at a meeting of the Approval Authority The General Manager or other person designated to present an agenda item shall prepare and submit materials for that item to the General Manager Chair no less than ten (10) calendar days before the meeting, using the Approval Authority Agenda Item Template. (Appendix A)

Section 6.6. <u>Distribution of Meeting Materials</u>. Except as described in Section 6.3 (Special Meetings), at least 72 hours before the meeting, and to the extent practicable, seven (7) calendardays before an Approval Authority meeting, the General Manager shall distribute meeting materials as outlined below to all primary Representatives a meeting agenda, approved by the Chair, along with any supporting or supplementary materials, including staff reports on agendatems. The General Manager shall also post the agenda.

- (a) Distribution to Representatives. The General Manager shall distribute the meeting agenda and any supporting or supplementary materials including but not limited to staff reports via email to Approval Authority Representatives. At the written request of a Representative, the General Manager will also distribute the agenda to that individual by any other means, including U.S. mail-or fax. In addition, a Representative may identify in writing up to three (3) additional persons, such as the Representative's assistant or officials of the Representative's Member, to whom the General Manager shall distribute the agenda. Distribution to Representatives shall occur at least 72 hours before the meeting, and to the extent practicable, seven (7) calendar days before the meeting.
- (b) General Posting. The General Manager shall post the agenda at the meeting-location and on the UASI websitea location freely accessible to the public within the jurisdictional boundaries of the Bay Area UASI. Except with regard to special meetings, the General Manager shall post on the website all public materials for the meeting no later thanat least-72 hours before the meeting, and to the extent practicable, seven (7) calendar days before the meeting.
- (c) Other Distribution. Members of the public may submit a written request to the General Manager to receive copies of Approval Authority agendas and/or agenda materials. A written request shall be valid for the calendar year in

which it is submitted, and must be renewed the following January 1 of each year. The General Manager shall provide a copy of the agenda and/or agenda materials by email or U.S. mail to each person with a current written request submitted to the General Manager.

Section 6.7. <u>Meeting Minutes</u>. The General Manager <u>or their designee</u> shall prepare minutes of each Approval Authority meeting and submit them to the Approval Authority <u>for their review</u>, <u>correction</u>, <u>or concurrence</u>. The Chair shall <u>ensuremake</u> the draft minutes-<u>are</u> available and subject to review and approval at the next regularly scheduled Approval Authority meeting. The General Manager shall post approved minutes on the <u>Bay Area</u> UASI website following the meeting where the minutes are approved. Meeting minutes shall include the following information:

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

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

Section 6.9. Section 6.8. Closed Session. The Approval Authority may meet in closed session as permitted by law. Notice of the closed session must be included in the meeting agenda and public comment may be given in accordance with the Brown Act. The Approval Authority must vote to enter closed session. The Chair shall report publicly any action taken in closed session as required by law or as determined by vote of the Approval Authority.

Section 6.10. Section 6.9. Order of Business. Meetings of the Approval Authority shall proceed as set forth in the agenda, except that the Chair may call items out of order for any reasonable purpose, or any Representative in attendance may request a change in the order of agenda items to be confirmed by a majority vote of the Authority.

Section 6.11. Section 6.10. Electronic Messaging During Meetings. Text messaging during a meeting could enable a Representative to surreptitiously communicate with another Representative or interested parties, or receive evidence or direction as to how to vote, from an outside party, that other Representatives of Members and the parties do not see. These circumstances may undermine the integrity of the proceeding and raise due process concerns. Text messaging or use of other personal electronic communications devices during any meeting of a policy body presents serious problems. The Brown Act and the Sunshine Ordinance presumes that public input during a meeting will be "on the record" and visible to those who attend or review a tape of the meeting. But members of the public will not observe the text messages that Members of the policy body receive during the meeting. Hence the public will not be able to raise all reasonable questions regarding the basis for the policy body's actions. Further, text messaging among Representatives of Members of the policy body concerning an agenda item or other business of the body could lead to an unlawful seriatim meeting in the midst of a formal

meeting. Text messaging related to meeting agenda items is strictly prohibited, and any text messaging during meetings is strongly discouraged.

Section 6.12. Section 6.11. <u>Public Participation</u>. It is the policy of the Approval Authority to encourage and permit public participation and comment on matters within the Approval Authority's jurisdiction, as followsoutlined below.

- (a) Public Comment on Agenda Items. The Approval Authority will take public comment on each item on the agenda. The Approval Authority will take public comment on an action item before the Approval Authority takes action on that item. Persons addressing the Approval Authority on an agenda item shall confine their remarks to the particular agenda item. For each agenda item, each member of the public may address the Approval Authority once, for up to three minutes. The Chair may limit the public comment on an agenda item to less than three minutes per speaker based on the nature of the agenda item, the number of anticipated speakers for that item, and the number and anticipated duration of other agenda items.
- (b) General Public Comment. The Approval Authority shall include general public comment as an agenda item at each meeting of the Approval Authority. During general public comment, each member of the public may address the Approval Authority on matters within the Approval Authority's jurisdiction. Issues discussed during general public comment must not appear elsewhere on the agenda for that meeting. Each member of the public may address the Approval Authority once during general public comment, for up to three minutes. The Chair may limit the total general public comment to 30 minutes and may limit the time allocated to each speaker depending on the number of speakers during general public comment and the number and anticipated duration of agenda items.
- (c) Comment, Not Debate. Approval Authority Representatives and other persons are not required to respond to questions from a speaker. Approval Authority Representatives shall not enter into debate or discussion with speakers during public comment. Authority Representatives may question speakers to obtain clarification. Approval Authority Representatives may ask the General Manager to investigate an issue raised during public comment and later report to the Approval Authority. The lack of a response by the Approval Authority to public comment does not necessarily constitute agreement with or support of comments made during public comment. The Approval Authority is not permitted to take any action with respect to items that are not on a meeting agenda, absent special circumstances and in compliance with the Brown Act.

Section 6.13. Attendance of Meetings. As outlined in the 2025 MOU, Representatives shall attend all meetings of the Approval Authority. Should the Representative be unable to attend a meeting, the Party may be represented by the alternate Representative. Parties shall be represented at no less than 75% of all meetings every calendar year, no less than 50% of which are attended by the Primary Representative. Failure to adhere to this requirement shall constitute grounds for removal of the Party from the Authority by the Approval Authority. Before the

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Approval Authority takes any action to remove a Party, the General Manager shall confer with the Representative and provide them the opportunity to select another Primary Representative.

Section 6.13.

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ARTICLE VII - GENERAL MANAGER AND MANAGEMENT TEAM

Section 7.1. General Manager. The assignment of the General Manager, including selection, duties, evaluation, and removal, shall be governed by the 20254 MOU and these bylaws. The General Manager shall:

- (a) Act in accordance with the 20254 MOU, these bylaws, and any policies and procedures established by the Approval Authority.
- (b) Establish proposed criteria, rationale, and methodology, consistent with grant guidelines, for selecting governmental entities from within the Bay Area Urban Area for representation. The Approval Authority shall approve the criteria, rationale and methodology and the selection of jurisdictions.
- (c) Make reasonable efforts to equitably distribute Management Team staff time to projects across the region, balance regional representation on the Management Team.
- (d) Direct and manage the work of the personnel assigned to the Management
 Team to support the Approval Authority initiatives and projects. The General
 Manager shall carry out this responsibility by appropriate means determined
 in <a href="https://historycommons.org/linearing-linearing
- (d) At the last regularly scheduled meeting of the fiscal year, present to the Approval Authority information on individuals selected for assignment to the Management Team. The General Manager shall provide job descriptions and compensation (as set by the employing agency) for review and approval. Allnew positions require approval of the job description and compensation by the Approval Authority prior to their effective date; further, any changes to compensation must be approved by the Approval Authority.
- (e) At the last regularly scheduled meeting of the fiscal year, submit a recommended annual work plan for the upcoming year, for the General-Manager and Management Team, for approval by the Approval Authority. The annual work plan shall include specific deliverables and timelines, as well as an organizational chart for the Management Team. During the

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eourse of the year, the General Manager shall present any proposed changes to the work plan to the Approval Authority for its review and approval.

(f)

Section 7.2 General Manager Hiring, Termination, and Performance Review. The Fiscal Agent, as the hiring manager for the General Manager, shall conduct an annual performance review of the General Manager with input from the Approval Authority. The General Manager shall be appointed by a two-thirds vote of the Approval Authority and shall serve at the will of the Fiscal Agent. The Fiscal Agent shall conduct an annual performance review of the General Manager with input from the Approval Authority. A summary of the General Manager's performance shall be provided by the Fiscal Agent Representative at the next regularly scheduled meeting of the Approval Authority following the completion of annual performance review. 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 vote of no confidence is achieved, the Approval Authority may also recommend to the Fiscal Agent to terminate the General Manager.

Section 7.3 Management Team. The General Manager may hire select personnel for assignment to the Management Team as provided for in the 202517 MOU.

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

- (a) Act in accordance with the 202<u>5</u>¹ MOU, these bylaws, and any policies and procedures established by the Approval Authority or the General Manager.
- (b) Oversee and execute all administrative tasks associated with application for and distribution of grant funds and programs including but not limited to records regarding application, funding, and disbursement processes for grants under the jurisdiction of the Approval Authority.
- (c) Coordinate and manage any working groups; and serve as the liaison between those groups to ensure regional coordination and collaboration.
- (d) Maintain all records associated with the activities of the Approval Authority, Management Team and any working groups, including but not limited torecords regarding application, funding and disbursement processes for grantsunder the jurisdiction of the Approval Authority.
- (e)(d) Provide regional coordination, monitoring, and appropriate oversight and management of grant funded projects and programs.
- (f)(e) Work with working groups, as well as appropriate Bay Area stakeholders to obtain input and make recommendations to the Approval Authority on application for and allocation and distribution of grant funds under the jurisdiction of the Approval Authority, and policy and programmatic

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objectives in alignment with the federal grant guidelines and the regional, state and federal homeland security strategies.

(g)(f) Perform additional functions, duties and responsibilities as determined and established by the General Manager.

Section 7.5. <u>Budget</u>. At the last regularly scheduled meeting of the fiscal year, the General Manager shall submit a recommended annual Management Team budget for approval by the Approval Authority. The budget shall include recommendations for the upcoming fiscal year for all staff and consultant resources, training, and travel expenses of the Management Team. <u>The budget shall be based on anticipated grant award amounts and shall also include recommendations for additional or reduced project expenses should the actual award amounts differ from projections.</u>

Section 7.6. Recurring Approval Authority Agenda ItemGeneral Manager's Reports.

- (a) At each Approval Authority meeting, the General Manager and/or his their designee shall provide a written report and oral summary General Manager's Report that describes the following:
 - Status updates of grant applications, award notices, denial notices, or other relevant information All management activities related to grant-projects and initiatives.
 - (ii) Updates on Management Team strategic initiatives or significant projects relevant to the Approval Authority, including but not limited to changes to the annual Management Team work plan.
 - (iii) Recommendations and major issues raised by any working group.
 - (iv) Any proposed changes to the annual Management Team Work Plan, for approval by the Approval Authority before implementation
 Updates on Management Team vacancies or recent hires.
 - (v) Answers to any outstanding questions posed by the Authority from a prior meeting.

(iv)

- (b) At the last regularly scheduled meeting of the fiscal year, the General

 Manager and/or their designee shall provide a written report and oral
 summary as outlined below. These items may be called separately from the
 General Manager's Report at the General Manager's discretion.
 - (i) The General Manager shall submit a recommended annual

 Management Team budget for approval by the Approval Authority,
 as described in Section 7.5 of these bylaws.
 - (v) The General Manager shall present to the Approval Authority information on individuals selected for assignment to the

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- Management Team, including job descriptions and compensation asset by the employing agency for review and approval.
- (ii) The General Manager shall submit a recommended annual work plan
 for the upcoming fiscal year for the General Manager and
 Management Team for approval by the Approval Authority. The
 annual work plan shall include specific deliverables and timelines, as
 well as an organizational chart for the Management Team.
- (c) At the last regularly scheduled meeting of the calendar year, the Chair shall call for the following agenda items:
 - (i) Election of Officers to the Bay Area UASI Approval Authority, as applicable.
 - (ii) Approval of the Regular Meeting Schedule for the following year.
 - (vi)(iii) Approval of the Regular Meeting Schedule for the following year. Discussion of the next calendar year's priorities for all Parties, including discussion of proposed regional or sub-recipient projects.

 A contingency project list outlining priorities for all Parties shall be maintained by the General Manager in the event that additional funding becomes available.
- (b)(d) The General Manager and/or theirhis designee shall provide written periodic-financial reports twice annually at the last meetings of the calendar and fiscal year, with an oral summary at the meeting, that include detailed grant expenditures and a summary of travel and training expenses for the Management Team for the previous quarter for all programmatic and administrative expenses.

ARTICLE VIII - GRANT INVESTMENTS AND ADMINISTRATION

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

Section 8.2. Overarching <u>UASI-Grant Funding Policies</u>. Investment of <u>UASI-grant funds managed and administered by Bay Area UASI must:</u>

- (a) Have a high threat, high density urban area terrorism focus.
- (b)(a) Build regional capabilities, defined as capabilities for two or more counties.
- (c) Enhance regional preparedness and directly support the national priority on expanding regional collaboration in the National Preparedness System.

- (d)(b) Align with the Bay Area Urban Area Homeland Security Goals and Objectives and THIRA (Threat and Hazard Identification and Risk Assessment).
- (e)(c) Support the federal investment strategy.
- (f)(d) Incorporate the DHS grant program funding priorities as well as the relevant national priorities as outlined by each eligible grant.

Section 8.3. Grant Application.

- The Management Team shall prepare grant applications consistent with the priorities of the Approval Authority. When practical, a summary of the projects and programs contained in each grant application will be reviewed and approved by the Approval Authority prior to application submissionThe Management Team shall prepare grant applications for review and approval by the Approval Authority.
- (b) Grant applications submitted by the Management Team shall adhere to all relevant local, state, and federal requirements as defined by the grantor and subsequent distribution of grant funds shall occur in accordance with these same requirements.
- (a)(c) Grant applications submitted by the Management Team shall meet all required deadlines and requirements outlined by the grantor.
- (b) The UASI grant application shall include grant project information, the amount of proposed funding for each project and the proposed break-down of the funding for that project by solution area (POETE planning, organization, equipment, training, and exercise), and the jurisdictions proposed to receive the funding along with the amount of funding proposed for each jurisdiction.
- (e) For all other grants, the grant application shall include the grant projects and the amount of the proposed funding for each project. If consistent with grantguidelines, the application shall designate the jurisdictions proposed toreceive funding and the amount proposed to be allocated to each jurisdiction.
- (d) The Approval Authority shall approve all allocations specified in the grant-application prior to submittal to Cal OES; when practical, this approval shall-happen at least two weeks in advance.
- (e)(d) The General Manager is authorized to adjust a grant application to conform to required changes from Cal OES or the applicable federal granting agency. The General Manager shall report back any adjustments made to the Approval Authority at the next regularly scheduled meeting.
- Section 8.4. <u>Grant Award</u>. The General Manager shall report to the Approval Authority on a grant award received from Cal OES or the applicable federal granting agency at the next regular meeting following the award. <u>If the award amount differs from the application amount, the General Manager shall adhere to the approved budget and associated contingencies discussed by</u>

the Approval Authority pursuant to Section 7.5 of these bylaws when making adjustments to an application. The General Manager shall report back any adjustments made as soon as possible, but no later than the next scheduled meeting of the Approval Authority.

- (a) For the UASI grant, if the award is less than the application amount, the General Manager shall submit recommendations for reallocation to the Approval Authority for approval. The reallocation recommendation shall include the grant projects, the amount of proposed funding for each project, the jurisdictions proposed to receive the funding, as well as the amount of funding proposed for each jurisdiction.
- (b) For any other grants under the jurisdiction of the Approval Authority, the Approval Authority shall adopt requirements consistent with the grant guidelines by vote of the Approval Authority.

Section 8.5. <u>Modification of Grant Allocations</u>. The General Manager is authorized to modify the Approval Authority's allocation of grant funds as follows: Modifications of already awarded and approved grant allocations are permitted under the below outlined conditions. <u>Any modifications must adhere to all local, state, and federal requirements.</u>

- (a) Within a grant project, the General Manager is authorized to approve scope changes requested by sub-recipient jurisdictions or deemed appropriate by the Management Team as long as such scope changes are budget neutral and are consistent with the original project goals and objectives as stated in the project proposal, outlined by THIRAthe Bay Area Homeland Security Goals and Objectives, and/or FEMA requirements required by the federal grantor.
- (b) Within a grant project, reallocate funds up to a total of \$250,000. This authority allows the General Manager is authorized to add or subtract from the allocation by \$\frac{1}{2}50,000. Any changes must be consistent with the original project goals and objectives as stated in the project proposal, the Bay Area-Homeland Security Goals and Objectivesoutlined by THIRA, and/or FEMA-requirements required by the federal grantor. The General Manager and/or his their designee shall report such project budget changes under \$\frac{1}{2}50,000 to the Approval Authority on a biannual basis at each meeting during the General Manager's Report. The General Manager shall bring any budget change that exceeds \$\frac{1}{2}50,000 to the Approval Authority for approval prior to the change.
- (c) The General Manager is authorized to Rreallocate projects from one grant year to another grant year for the purpose of expending grant funds within applicable grant performance periods, in essence allowing approved projects a longer time period for completion. The General Manager and/or his their designee must report to the Approval Authority any timeline changes for projects with budgets over \$150,000 that delay the final project completion date by more than six months one year.

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- (d) Obtain the appropriate approvals from Cal OES for grant modifications.
- Approval Authority for The General Manager is authorized to establish new projects not to exceed \$150,000 that adhere to the Approval Authority's priorities when funding becomes available because the Party designated to implement the project the sub-recipient jurisdiction is unable to or no longer interested in implementing the project goals and objectives as originally approved by the Approval Authority, or because actual expenditures for a project are lower than originally budgeted. New projects established by the General Manager under this provision shall be on the contingency project list established by the Approval Authority. If a new project not on the contingency list is proposed by the General Manager, the Approval Authority must approve the project scope by a majority vote.
- (e) The Approval Authority shall hear all proposed modifications of grant allocations exceeding \$150,000 for their approval. Wherever possible, this approval should occur during a regularly scheduled meeting. If the proposed modification requires action prior to the next regularly scheduled meeting, an established Subcommittee shall possess the authority to approve or disapprove the proposed modification in the interim. The Result shall be presented at the next regularly scheduled meeting of the Approval Authority to ratify the Subcommittee's decision.

Section 8.6. Fiscal Agent. Per the Department of Homeland Security Grant Guidelines, the State Administrative Agent (SAA) is responsible for ensuring compliance with fiduciary and programmatic administration requirements of the UASI Program, as such it must identify a Point of Contact for the application and acceptance of grant funds. This responsibility may be undertaken on behalf of the Bay Area Urban Area by any qualified Member of the Approval Authority, as identified and approved by the SAA. The identified Fiscal Agent will perform the required duties for the UASI Program as well as for all other federal grants managed and administered by the Management Team.

- (a) The Fiscal Agent shall:
 - (i) Be a party to the <u>2025+</u> Bay Area UASI Memorandum of Understanding.
 - (ii) Have the financial ability to advance funding for grants in advance of reimbursement from the Department of Homeland Security or other Federal or State granting agencies. Should reimbursement be disallowed by the grantor, the Fiscal Agent shall coordinate with other Parties and sub-recipients to determine whether the Fiscal Agent it mayshall be reimbursed.
 - (iii) Have the legal authority to apply for Federal assistance and have the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency

- Management Agency (FEMA) and sub-granted through the State of California, California Office of Emergency Services (Cal-OES)grantor.
- (iv) Be able to assume responsibility as the Fiscal Agent, and in doing so to not disrupt the orderly business of the Approval Authority or the administration of existing grants and projects.
- (v) Have certification by an independent Certified Public Accountant (CPA) that criteria #ii-iv above can be successfully met.
- (b) Fiscal agent responsibilities shall include:
 - (i)(vi) Serve as sub-grantee for UASI funds and other program grant funds granted by DHS and Cal OES and establish procedures and execute sub-recipient agreements for distribution.
 - (ii)(vii) Serve as the UASI region point of contact with U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and the State of California, California Office of Emergency Services (Cal OES)DHS and Cal OES. This role may be fulfilled by the Bay Area UASI General Manager as requested by the Fiscal Agent.

Ensure that all allocations and use of funds are in accordance with the Homeland Security Grant Program Notice of Funding Opportunity, and the California Supplement to the Homeland Security Grant-Program Federal Notice of Funding Opportunity. Grant funding must support the goals and objectives of the Approval Authority, the State-and/or Bay Area Homeland Security Goals and Objectives as well as the investments identified in the Investment Justifications submitted as part of the California Homeland Security Grant Program application.

- (iii) (viii) Establish and maintain procedures and provide all-financial services for distribution of UASI and other program grant funds as outlined in the Grants Manual.
- (iv)(ix)Comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including the Uniform Guidance per 2 CFR 200 and E.O. 12372.
- (v) Provide progress reports and other such information as may be required by the Approval Authority and/or the awarding agency.
- (vi)(x)Cooperate with any assessments, evaluation efforts, and information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

(vii)(xi) Meaningfully assist during any transition of responsibilities to another Member agency.

(e)(b) Change of Fiscal Agent. At any time during the term of the is-Memorandum of Understanding, any Member of the Approval Authority may, by written notice to the Co-Chairs of the Approval Authority, request consideration of the Approval Authority to assume the role of Fiscal Agent. The Fiscal Agent must meet all of the criteria specified in Section 8.6(a) above. Upon receipt of the request, the Chair shall agendize the request for discussion and possible action at the next regularly scheduled meeting of the Approval Authority. At the Approval Authority's discretion, the full item discussion may be postponed to a future meeting to align with the budgetary process of the Parties. The item discussion shall include implications for Fiscal Agent change, including impacts to the Management Team staff and how the requesting Party would ensure reasonable continuation of work during the transition period. Any change of Fiscal Agent must be approved by two-thirds, rather than majority, vote of the Approval Authority. Change of Fiscal Agent will require an immediate revision of the governing MOU.

Section 8.7. Grants Management Manual. The General Manager shall maintain a Bay Area UASI Grants Management Manual. This Manual shall outline policies and procedures for grant allocations and expenditures, grant management and administration, and any other applicable requirements. Any Approval Authority Representative or the General Manager may present proposed changes to the Grants Manual at any time. Any amendments to the Manual shall be effective only if and when adopted by the Approval Authority.

ARTICLE IX – GOVERNING AUTHORITY; DEFINED TERMS

The Approval Authority shall operate in accordance with the 2025+ MOU. Any portion of the bylaws or any other procedural document that conflicts with the 2025+ MOU is null and void to the extent of such conflict. Capitalized terms not defined herein shall have the meaning ascribed to them in the 2025+ MOU.

ARTICLE X – AMENDMENT OF THE BY-LAWS

These bylaws may be amended by a two-thirds vote of the Approval Authority. Amendment to the bylaws must be made as a public agenda item at an Approval Authority meeting. <u>Amendment to the bylaws is not required to correspond to amendment of the MOU, though the bylaws should be reviewed during each MOU revision to ensure consistency between the documents.</u>

ARTICLE XI - EFFECTIVE DATE

These bylaws are effective beginning the first regular meeting after adoption.



BAY AREA UASI APPROVAL AUTHORITY GOVERNING DOCUMENTS UPDATE

September 18, 2025

Juliet Vaughn, Associate

Redwood Public Law

BACKGROUND

The Bay Area UASI is governed by a memorandum of understanding, signed by each member agency. The current Memorandum of Understanding (MOU) is set to expire on November 30, 2025. Additionally, the Bylaws are outdated and require an update.

BACKGROUND CONT.

At a previous meeting in March, the Approval Authority voted to form an MOU and Bylaws Update Subcommittee and appointed 5 members to that subcommittee. The Subcommittee has met several times with myself and former General Manager Adrienne Bechelli to discuss and make recommendations related to amendments to the MOU and Bylaws.

Before you today is the final version of the amended MOU and Bylaws that the Subcommittee has reviewed and recommends for approval.

PROCEDURE

Memorandum of Understanding

To adopt a new MOU, the Approval Authority must vote to approve the draft MOU, so it can be forwarded to each member agency's governing body. Then, staff will begin the process of circulating the draft MOU to each member agency for review and ultimately, signature by each governing body.

<u>Bylaws</u>

The current MOU, in Paragraph 7, provides that the Bylaws may be adopted and amended by a **two-thirds vote**.

PROPOSED CHANGES: MOU

Topic	Proposed Change	Notes
Grants	References to UASI and DHS grant program have been amended to "all awarded federal grant programs"	Clarifies that the Bay Area UASI manages multiple grants
Role of Representatives	Provides more detailed roles and responsibilities of representatives of the Approval Authority	
General Manager termination	Provides for a vote of no confidence procedure and performance evaluation process due to lack of clarity as to the Fiscal Agent's role with respect to termination of the GM	

PROPOSED CHANGES: BYLAWS

Category/Topic	Amendment	Notes
Term of Chair and Vice Chair	Amended from one year to two years	Makes more sense to appoint for two years because the AA meets only 4 times a year
Attendance	75% attendance policy. Primary representatives may be represented by an alternate	
Duties/Responsibilities of Members of the Approval Authority	Provides that representatives must attend meetings, review materials in advance, designate an alternate, etc.	
Authority to Amend Grant Allocations/Scope	General Manager has authority to modify grants up to \$150k. For modifications exceeding \$150K, an established subcommittee will review and approve the requested modification.	Necessary because the AA only meet 4 times a year, and logistically cannot approve each and every modification

RECOMMENDATION

Staff recommends the Approval Authority vote to:

- (1) Approve the 2025 Memorandum of Understanding; and
- (2) Adopt the amended Bylaws.



To: Bay Area UASI Approval Authority

From: Mikyung Kim-Molina

Date: September 18, 2025

Re: Item 04: FY25 UASI Grant Allocations

Staff Recommendation:

Approve the proposed FY25 Bay Area UASI grant allocations.

Action or Discussion Item:

Action

Discussion:

This memo presents total local funding available and then presents details on proposed allocations, including sustainment projects and hub funding amounts.

I. Total Local Funding Available

On August 1, 2025, the Department of Homeland Security released its FY25 Homeland Security Grant Program Notice of Funding Opportunity (NOFO), which includes the FY25 UASI grant award for the Bay Area. The Bay Area UASI federal grant target allocation for FY25 is \$32,451,685 including the National Priority Area requirement, with a decrease in funding of \$303,210 from last year. All projects designated as "National Priority" will undergo a separate evaluation process. The State of California has indicated that its retention percentage remains at 17.3% this year.

Table 1 below shows total local funds available for allocation and provides FY24 information as reference.

Table 1: UASI FY25 Funds Available for Allocation

	FY24	FY25
UASI Grant Award	\$32,754,895	\$32,451,685
State Retention @ 17.3% for FY24 and FY25	(\$5,666,597)	(\$5,614,142)
Total Local Funds Available	\$27,088,298	\$26,837,543

II. Proposed Allocations

Proposed Bay Area UASI FY25 grant allocations are detailed below in Table 2 along with the FY24 allocations (in blue) for reference. A portion of the FY25 Sustainment Projects budget has been allocated to the National Priority Area Projects. See Table 3 for additional details.

Table 2: Proposed FY25 Allocations

	FY24	FY25
Major City Allocation	\$ 3,000,000	\$ 3,000,000
National Priority Area Projects	\$ 8,126,489	\$ 8,051,263
Sustainment Projects	\$5,846,348	\$ 5,670,819
Management Team	\$ 3,721,980	\$ 3,721,980
Hub Projects	\$ 6,393,481	\$ 6,393,481
TOTAL	\$27,088,298	\$26,837,543

Sustainment Projects

A proposed amount of \$5,670,819 has been allocated for FY25 sustainment projects. The list of projects and amounts are detailed in Table 3 below. Projects and amounts from FY24 are included for reference (in blue).

Table 3: Proposed FY25 Sustainment Projects

Project	FY24	FY25 UASI allocation	FY25 NPA allocation	FY25 Total Sustainment Project Funding
Training and Exercise Program	\$4,018,651	\$4,018,651		\$4,018,651
NCRIC	\$5,857,265	\$1,652,168	\$3,205,097	\$4,857,265
TOTAL	\$9,875,916	\$5,670,819	\$3,205,097	\$8,875.916

III. Hub Allocations

There is a proposed amount of \$6,393,481 for the FY25 allocation to hubs. The total amount is comprised of the baseline allocation approved by the Approval Authority for a three-year cycle in November 2022 and augmented by funds approved in March 2023.

- East = 22.84%
- North = 6.11%
- South = 24.91%
- West = 46.14%

Table 4 below shows the proposed FY25 hub allocations, the FY24 amounts (in blue), and percentage change.

Table 4: Proposed FY25 Hub Allocations

Hub	FY24	FY25	% Change
East	\$1,476,41	\$1,476,471	
North	\$532,317	\$ 532,317	
South	\$1,593,291	\$1,593,291	
West	\$2,791,402	\$2,791,402	
TOTAL	\$6,393,481	\$6,393,481	



To: Bay Area UASI Approval Authority

From: Mikyung Kim-Molina, Interim General Manager

Date: September 18, 2025

Re: Item 05: FY25 National Priority Area Projects

Staff Recommendation

Approve project scope and funding amounts for the FY25 National Priority Area (NPA) projects. The UASI FY25 Notice of Funding Opportunity (NOFO) was released on August 1, 2025 with new NPA requirements, leaving very little time to develop and submit new projects. Because the FY25 Bay Area UASI grant application was due to Cal OES on September 16, 2025, we are seeking retroactive approval of the NPA projects.

Please note that while proposed NPA projects were presented at the March 2025 meeting, it was noted then that should DHS/FEMA change the NPAs and/or minimum spend requirements, the recommendation would be revised to satisfy the new directives of the FY25 NOFO.

Action or Discussion Item

Discussion, Possible Action

Details / Description

In assessing the national risk profile for FY25, DHS/FEMA identified the following five National Priority Areas (NPA) that pose the most concern:

- 1. Supporting Homeland Security Task Forces and Fusion Centers NEW
- 2. Enhancing the Protection of Soft Targets/Crowded Places
- 3. Enhancing Cybersecurity
- 4. Supporting Border Crisis Response and Enforcement (10% minimum allocation) NEW
- 5. Enhancing Election Security (3% minimum allocation)

Pursuant to the FY25 Notice of Funding Opportunity (NOFO), NPA projects are required to be funded at 30% of the UASI grant award (\$8,051,263). Projections had originally been based on a total NPA amount of \$8,126,489. The FY25 NOFO requires that the Supporting Border Crisis Response and Enforcement NPA be funded at a minimum of 10%, the Enhancing Election Security NPA requires a minimum of 3%, while the remaining 17% may be allocated across the other priorities. It is important to note that the

Combating Domestic Violence Extremism NPA, Community Preparedness and Resilience NPA, and Information and Intelligence Sharing NPA were eliminated for FY25 NPAs.

Discussion

The Bay Area UASI Management Team leverages lessons learned from past NPA projects, national best practices, and feedback from workgroup members to establish the list of 2025 NPA projects depicted in Table 1 below. All projects support building or sustaining capabilities and/or closing capability gaps identified in the THIRA/SPR process. Listed in Table 1 and Table 2 below is a list of NPA projects, project descriptions, and recommended funding amounts totaling \$8,051,263.

Table 1: FY25 National Priority Area Projects

Supporting Homeland Security Task Forces and Fusion Centers	Project Description
Fusion Center Personnel (Northern California Regional Intelligence Center) Organization: \$3,205,097	This project will fund NCRIC personnel during the grant performance period to enhance regional intelligence and information gathering and sharing to combat, prevent, and prepare for disasters caused by international and domestic terrorism and other threats. Personnel will include a deputy director, 2 assistant deputy directors, 7 intelligence officers, 2 lead intelligence analysts, 6 intelligence analysts, an information technology analyst, and an information technology analyst supervisor. Collectively, these positions will operate, manage, and maintain the NCRIC to allow for the receipt, analysis, gathering and sharing of information and intelligence to prevent, mitigate, protect against, and respond to terrorist acts and other major threats to public safety and the lives of every citizen in our country. This project can be claimed as LETPA as it addresses the core capability of Intelligence and Information Sharing within the National Prevention Framework.
Enhancing the Protection of Soft Targets/Crowded Places	Project Description
Explosive Ordnance Disposal Equipment: \$407,286	To enhance the protection of soft targets and crowded places in the event of a terrorism-related incident, this project proposes a strategic investment in critical Explosive Ordnance Disposal (EOD) equipment. Specifically, it will provide Bay Area Regional EOD teams with mobile digital radiography X-ray systems, allowing them to rapidly identify, assess, and render safe potential explosive devices without physical contact. By equipping regional EOD units with state-of-the-art digital X-ray capabilities, this project will significantly improve threat detection, public safety, and operational efficiency, ensuring a more coordinated and effective response to evolving

	explosive threats. Project will be completed by the end of the performance period.
Enhancing Cybersecurity	Project Description
Advancing AI Enablement in the Bay Area Planning: \$250,000	In partnership with the GovAI Coalition, the Bay Area UASI will hire a consultant to develop and foster AI enablement across Bay Area governments. This project includes developing AI education programs for public safety personnel, creating an AI solution registry to streamline resource sharing, and maintaining a document repository with resources for AI adoption. The effort will focus on equipping regional governments to responsibly adopt AI while enhancing public safety and governance capabilities. Project will be completed by the end of the performance period.
Detection and Response Capabilities Equipment: \$700,000	This project will provide funding to support local jurisdictions to implement cybersecurity prevention and response capabilities, including virtual security, continuous cybersecurity monitoring, detection prevention, threat intelligence sharing, and incident response capabilities. By empowering local governments and critical public infrastructure operators in the Bay Area, this initiative ensures tailored and localized cybersecurity measures. The funding will enhance each jurisdiction's ability to detect, prevent, and respond to cyber threats while promoting collaboration and resilience across the region. Project will be completed by the end of the performance period.
Supporting Border Crisis Response and Enforcement (10% minimum spend requirement)	Project Description
Virtual Reality Exercise at Airports and Seaports Exercise: \$1,000,000	The three major airports in the Bay Area process nearly 75 million passengers each year, millions of whom are international visitors. The two main seaports load/discharge more than 99% of the containerized goods moving through Northern California and process 400,000 cruise ship passengers annually. These sites collectively handle tens of millions of passengers and container shipments annually, with the vast majority tied to international travel and trade. Securing these legal entry points is crucial for homeland security due to risks like smuggling, human trafficking, and terrorism. The sheer volume of movement, coupled with the Bay Area's global technology hub, makes it a high-value target for terrorist exploitation and necessitates proactive prevention, detection, and crisis response capabilities. This project will provide formalized training to identify and respond to evolving terrorist tactics, particularly involving IEDs, VBIEDs, radiological threats, or transnational organized crime networks. The proposed project entails planning and holding a minimum of three custom,

immersive, HSEEP-compliant Virtual Reality (VR) Exercises to be held at multiple Bay Area airports and seaports. Each exercise will be conducted over three days and will build the capacity of 180 law enforcement officers and other critical agencies (such as Customs and Border Patrol) involved with securing the major airports and seaports in the region. The technology that VR offers is cutting edge, and allows for realistic, safe, and resourceconscious training scenarios, such as an active shooter situation at an actual TSA checkpoint at a specific airport, without disrupting actual operations. These scenario-based exercises can simulate high-risk interdiction, mass violence, or coordinated border breach attempts in a high-stakes environment. The project addresses the UASI FY2025 National Priority to support border crisis response and enforcement by building regional capabilities to prevent terrorist infiltration via legal ports of entry; enhancing multi-jurisdictional coordination for large-scale border security incidents; and improving response readiness to CBRNE threats and mass casualty events at international transit hubs. The project will be completed within the grant performance period.

Human Trafficking
Disruption Coordination

Organization, Training and Equipment

\$1,683,754

The Fentanyl Distribution Disruption (FDD) and Human Trafficking Disruption Coordination Project (HTDCP) will support border crisis response and enforcement through the Northern California Regional Intelligence Center (NCRIC), in collaboration with the Northern California High Intensity Drug Trafficking Area (NC HIDTA), HSTF, ICE – HSI, FBI, CBP, DEA, US Attorney's Office, US Marshalls, ATF, US Postal Inspection Service, IRS-CID, BIA, state, and local law enforcement agencies, by supporting operations planning, criminal intelligence analysis, training, technology, and information sharing programs that will target transnational organized crime (TOC) and designated terrorist organizations (DTOs) that distribute fentanyl and human trafficking organizations that operate in the Federal Northern District of California and across the United States. The FDD project will focus on information sharing, analysis, and enforcement operations support to address the over five – hundred (500+) TOC members that are currently known to distribute fentanyl across Northern California and the western United States. The HTDCP project will focus on information sharing, analysis, and enforcement operations support to disrupt the TOC members that are engaged in labor and sex trafficking across the Federal Northern District of California and across the United States. The NCRIC will also develop and enhance an information-sharing platform between the HSTF, ICE - HSI, FBI, CBP, DEA, US Attorney's Office, US Marshalls, ATF, US Postal Inspection Service, IRS-CID, BIA. HIDTAs, state, and local law enforcement agencies to enhance border crisis response and enforcement collaboration. The project will be completed within the grant performance period.

Enhancing Election Security (3% minimum spend requirement)	Project Description
Mobile Barrier Trailer Kits Equipment: \$805,126	The Bay Area UASI will procure and distribute 8 Vehicle Mobile Barrier Trailer Kits to enhance election security, terrorism response, operational coordination, and the physical security of voters and election sites. Each trailer kit contains eight protective barricades, enabling law enforcement to manage pedestrian and vehicle-borne traffic to safeguard critical assets and facilities. This initiative supports free and fair elections while addressing the core capability of "Operational Coordination" within the National Prevention Framework. The project will be completed within the grant performance period.

Table 2: National Priority Area Funding Amounts (FY25 Proposed Projects)

National Priority Area	Project Title	Total
Supporting Homeland Security Task Forces and Fusion Centers	Fusion Center Personnel	\$3,205,097
Enhancing the Protection of Soft Targets/Crowded Places	Explosive Ordnance Disposal	\$407,286
	Advancing AI Enablement in the Bay Area	
Enhancing Cybersecurity	Detection and Response Capabilities	\$950,000
Supporting Border Crisis	Airports/Seaports Virtual Reality Exercise	
Response and Enforcement (10% minimum spend requirement)	Human Trafficking Disruption Coordination	\$2,683,754
Enhancing Election Security (3% minimum spend requirement)	Mobile Barrier Trailer Kits	\$805,126
Total FY25 National Priority (30% of UASI Grant Award		\$ 8,051,263





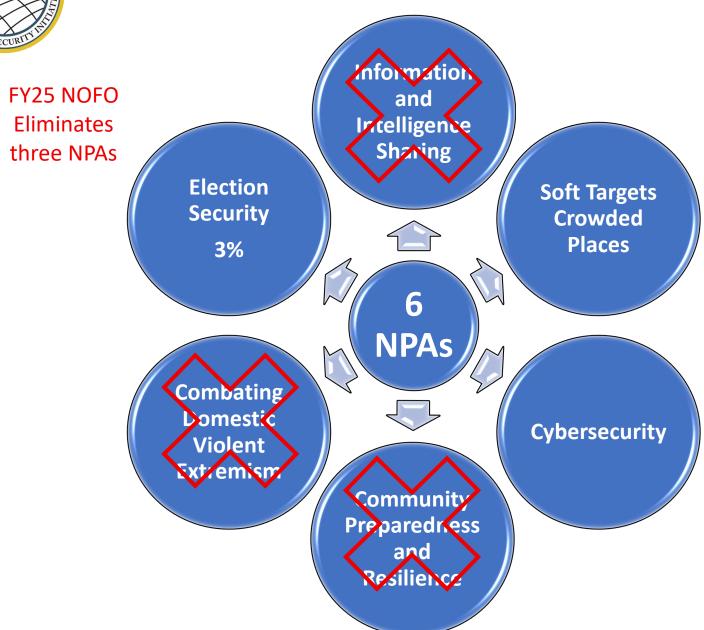
Mikyung Kim-Molina, Interim General Manager

Approval Authority Meeting September 18, 2025 Item 5



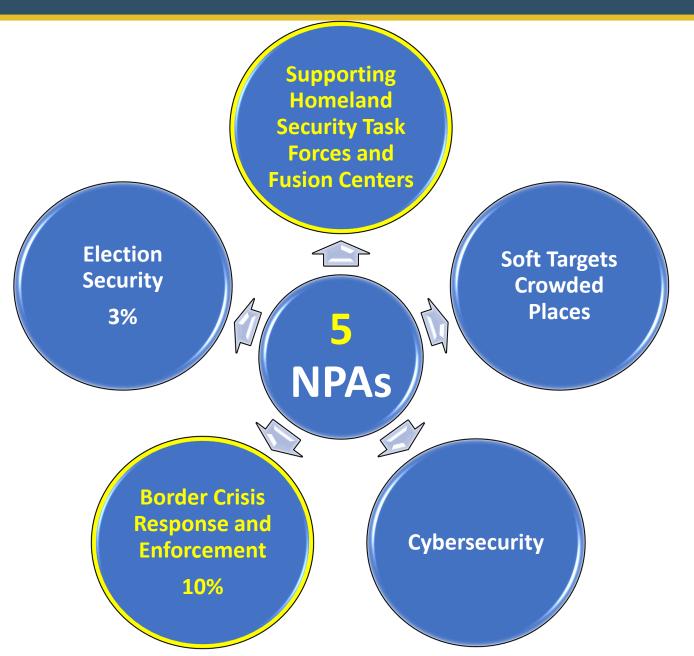
BAN AREA SECURITY E

FY 2024 NATIONAL PRIORITY AREAS (NPA)





FY 2025 NATIONAL PRIORITY AREAS (NPA)





2025 NPA PROJECTS (\$8,051,263)



Fusion Center Personnel

\$3,205,097

Soft Targets Crowded Places

> Explosive Ordnance Disposal

\$407,286

Cybersecurity

Al Enablement

Detection and Response Capabilities

\$950,000

Community Preparednes s and Resilience

Regional JIS Integrated Strategy

Jurisdictional Assessments

Evacuation Mapping Technology Assessment

Disaster Services Worker (DSW) Deployment Toolkit Combating
Domestic
Violent
Extremism

Behavioral Threat Assessment Neam Information Sharing Platform Border Security and Enforcement (10%)

VR Exercise at airports and seaports

Fusion Center –
Fentanyl
Distribution and
Human
Trafficking
Disruption

\$2,683,754

Election Security (3%)

> Mobile Barrier Trailer Kits

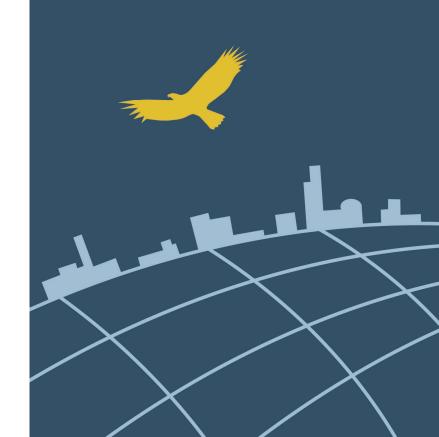
\$805,126

For questions contact:

Mikyung Kim-Molina
Interim General Manager
mikyung.kim-molina@sfgov.org
415-640-9987

Thank you.







To: Bay Area UASI Approval Authority

From: Molly Giesen-Fields, Grant Administration and Compliance Manager

Date: September 18, 2025

Re: Item 06: FY 2025 Hub and Core City Projects

Staff Recommendation:

Approve the FY 2025 proposed Hub projects.

Action or Discussion Items:

Action

Discussion:

On September 14th, 2023 the Bay Area UASI held a Kick-Off Meeting describing the FY24 and FY25 application process and the following day, the grant portal (Webgrants) was opened to accept project applications through October 6th, 2023. The Management Team reviewed applications for compliance purposes and Approval Authority members reviewed the proposals in the Fall of 2023. Hub Voting Members then reviewed their Hub's projects and in January 2024, the four hubs selected projects from among those submitted by Bay Area UASI stakeholders for both FY24 and FY25. Voting members from each hub reviewed and ranked the proposed projects to identify priorities and select projects for funding, pending release of Notices of Funding Opportunities (NOFO) for FY24 and FY25.

Compared to prior years, there were major delays to the release of the FY25 HSGP NOFO. At the June 2025 Approval Authority Meeting, Bay Area UASI leadership expressed concerns that significant funding cuts were anticipated and that a FY25 NOFO might not be released at all since the current Administration had not provided any explanations as to when or if the NOFO would become available. The FY25 HSGP NOFO was ultimately released August 1, 2025 and the Bay Area UASI learned that we had received a modest \$300,000 cut from the FY24 UASI award amount and that the National Priority Area projects had changed substantively. The Management Team was able to maintain FY25 Core City and Hub allocations at the same level as FY24 by absorbing the cut in Sustainment programs (BATEP and NCRIC).

On September 16, 2025 a revised FY25 Bay Area UASI grant application was due to CalOES, reflecting the NOFO requirements. The final application is projected to be due to CalOES in a few months. Today, the Management Team presents the hub-selected projects for the FY25 grant cycle for your retroactive review and approval.

Please find below a list of all hub-approved FY25 projects, sorted by Organization name. The Management Team wishes to thank the Hub Voting Members, project proposers, and all UASI stakeholders who participated in the FY25 hub proposal process for their time and thoughtful input.

Project ID	Hub	Allocation	Agency	Project Name	Prioritized Allo	cation
<u>25132</u>	EAST	HUB	Alameda County Emergency Medical Services Agency	Patient Tracking System for Region	\$	85,000
<u>27067</u>	EAST	HUB	Alameda County Fire	Chemical ID Equipment - Gemini	\$	210,883
<u>25126</u>	EAST	HUB	Alameda County Sheriff's Office	FY25 AC Alert Unified Op Area Mass Notification System	\$	365,000
<u>25188</u>	WEST	HUB	City and County of San Francisco, Department of Emergency Manag	Public Relations Officer	\$	152,420
<u>25175</u>	WEST	CORE CITY	City and County of San Francisco, Department of Emergency Manag	Watch Center Operations Specialist	\$	116,798
<u>25184</u>	WEST	CORE CITY	City and County of San Francisco, Department of Emergency Manag	Emergency Services Operations Manager	\$	186,015
<u>25189</u>	WEST	CORE CITY	City and County of San Francisco, Department of Emergency Manag	Community Engagement Manager	\$	156,694
<u>25174</u>	WEST	CORE CITY	City and County of San Francisco, Department of Emergency Manag	Emergency Services Exercise and Training Coordinator III	\$	156,694
<u>25223</u>	WEST	CORE CITY	City and County of San Francisco, Department of Emergency Mana	Community Preparedness Events	\$	75,000
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<u>25186</u>	WEST	CORE CITY	City and County of San Francisco, Department of Emergency Mana	Emergency Services Planner III	\$	136,142
<u>25225</u>	WEST	CORE CITY	City and County of San Francisco, Department of Emergency Manag	San Francisco-led Full-Scale Earthquake Exercise Funding Scoping	\$	168,469
<u>25172</u>	WEST	HUB	City and County of San Francisco, Department of Emergency Manag	Emergency Services Planner II	\$	125,664
<u>25060</u>	SOUTH	CORE CITY	City of San Jose - Office of Emergency Management	OEM Alert & Warning Coordinator	\$	215,085
<u>25410</u>	EAST	HUB	Contra Costa County Sheriff's Office	STARR Helicopter camera, searchlight, and mapping system - Copy	\$	336,978
<u>25410</u>	EAST	HUB	Contra Costa Health Services	Accusense device county wide	\$	253,610
<u>25376</u>	SOUTH	HUB	County of San Benito Office of Emergency Services	Community Resilience Planner	\$	52,347
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<u>25147</u>	SOUTH	HUB	County of Santa Clara, Santa Clara Valley Healthcare	Healthcare; Santa Clara County	\$	190,000
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<u>25016</u>	WEST	HUB	San Francisco Police Department	Homeland Security Unit Captain	\$	264,19
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UASI FY25
Hub and Core City
Project Selections

Molly Giesen-Fields Grant Administration and Compliance Manager

> Approval Authority Meeting Agenda Item 6 September 18, 2025

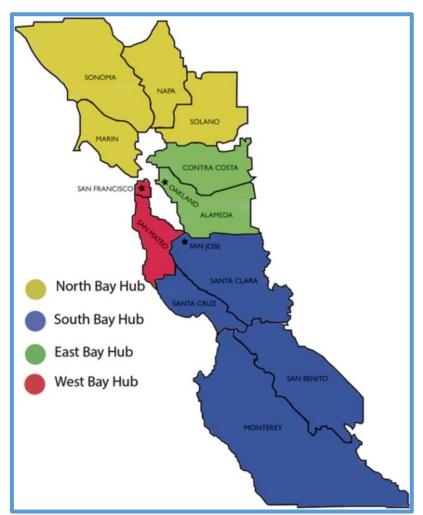
> > Appendix A





FY25 Hub & Core City Funding

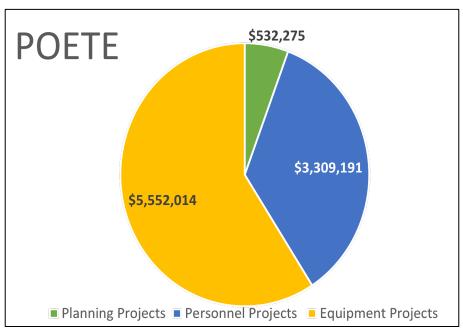
Hub	FY25 Hub Amount	FY25 Core City Amount	
North	\$532,317		
South	\$1,592,291	\$1,000,000 San Jose	
East	\$1,476,471	\$1,000,000 Oakland	
West	\$2,791,402	\$1,000,000 San Francisco	
TOTAL	\$ 6,393,481	\$3,000,000	
	FY25 \$9,393,481		

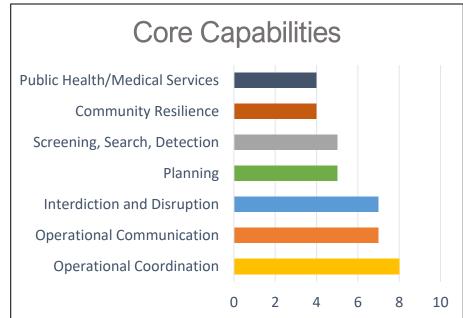




FY25 Hub & Core City Projects

- \$15.5 million requested in applications (in Fall 2023)
- 60 projects funded across 4 hubs to 27 agencies
- About half of funded projects are over \$150,000
- Average project cost \$156,558



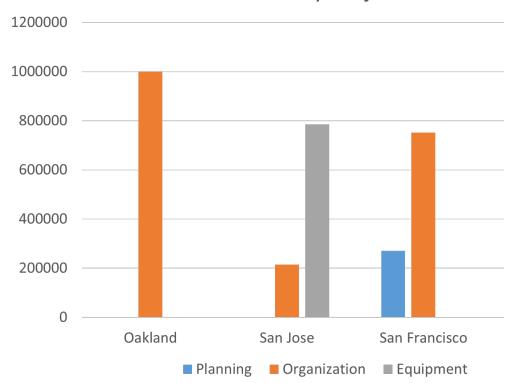




FY25 Core City Funds

- 61% of Core City Funds spent on personnel
- 26% spent on equipment
- 13% on planning projects

Core City Projects



Oakland: \$1 million to cover 5 positions

 Planning, Operational Coordination, Long term Vulnerability Reduction, Mass Care, and Public Information and Warning

San Jose: \$1 million to cover OEM Alert & Warning Coordinator position and equipment for SJFD and SJPD

San Francisco: \$1 million to cover 5 positions, Full-scale Earthquake Exercise Funding Scoping, and community preparedness events

 Emergency Services Planner III, Exercise and Training Coordinator III, Community Engagement Manager, EOC Manager, Watch Center Operations Specialist



FY25 North Bay Hub

Project					
ID	Hub	Allocation	Agency	Project Name	Prioritized Allocation
			County of Sonoma, Department of	Critical Public Safety Communication	
25157	NORTH	HUB	Emergency Management	System Replacement FY25	\$ 78,000
			Marin County Department Office		
27070	NORTH	HUB	of Emergency Services	Al Software	\$ 80,026
				North Bay Commodity and Medical	
			Marin County Office of Emergency	Points of Distribution Logistics Unit - 1	
27068	NORTH	HUB	Services	Truck	\$ 194,680
			Napa County, Office of Emergency	Napa County Interoperable	
27069	NORTH	HUB	Services	Communications Project - part 2	\$ 70,000
			Solano County Office of		
25121	NORTH	HUB	Emergency Services	Multi-band Portable Radios - Round 3	\$ 70,384
			Solano County Office of	Public Safety Communications Radio	
27072	NORTH	HUB	Emergency Services	Direction Finders	\$ 39,227



FY25 South Bay Hub

Project ID	Hub	Allocation	Agency	Project Name	Prioritized A	llocation
25060	SOUTH	CORE CITY	City of San Jose - Office of Emergency Management	OEM Alert & Warning Coordinator	\$	215,085
<u>25376</u>	SOUTH	HUB	County of San Benito Office of Emergency Services	Community Resilience Planner	\$	52,347
<u>25147</u>	SOUTH	HUB	County of Santa Clara, Santa Clara Valley Healthcare	Hospital Patient Transport Devices for Mass Casualty Triage	\$	190,000
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FY25 East Bay Hub

Project						
ID	Hub	Allocation	Agency	Project Name	Prioritized Allocation	on
			Alameda County Emergency Medical			
25132	EAST	HUB	Services Agency	Patient Tracking System for Region	\$	85,000
27067	EAST	HUB	Alameda County Fire	Chemical ID Equipment - Gemini	\$	210,883
				FY25 AC Alert Unified Op Area Mass		
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For questions contact:

Molly Giesen-Fields
Grant Administration and Compliance
Manager

molly.giesen-fields@sfgov.org 415.760.1491

Thank you.







To: Bay Area UASI Approval Authority

From: Mikyung Kim-Molina, Interim General Manager

Date: September 18, 2025

Re: Item 07: 2025 Public Safety Preparedness Summit

Staff Recommendation:

Discussion

Action or Discussion Items:

Discussion

Discussion:

On October 28-29, 2025, the Bay Area UASI will host the 2025 Public Safety Preparedness Summit. This event will bring together public safety professionals, faith-based organizations, emergency managers, government officials, and community partners.

Featured topics include:

- Special Events Readiness
- Emergency Public Information and Communications Track
- Targeted Violence Prevention Track

Visit www.bayareauasi.org/summit to register and find more information.



STRONGER TOGETHER

Register!



October 28-29, 2025

Marines' Memorial Club & Hotel, San Francisco

www.bayareauasi.org/summit

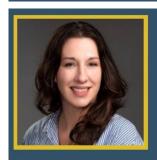
October 28th – Keynotes and Panel Presentations



DAVID KOWALSKI

Deputy Chief, Los Angeles Police Department (LAPD), Counter Terrorism and Special Operations Bureau

Special Event Planning in a Heightened Threat Environment



JESSICA JENSEN

Senior Policy Researcher, RAND Corporation

Emergency Management in a Changing World

PANEL: Protecting What Matters – Faith and Law Enforcement in Service to Community

PANEL: Special Event Readiness

PRESENTATION: From Extremism to Prevention: Building Stronger Communities Against Violence Mubin Shaikh, Exit Peer Specialist, Parents for Peace



October 29th – Track Highlights

Emergency Public Information and Communications Track

How AI and Cutting-Edge Technologies are Helping Emergency Response

Inclusion & Accessibility in Emergency Communications – Vance Taylor, Cal OES

Workshop: Bridging the Roles of the PIO and the Alert & Warning Coordinator

Targeted Violence Prevention Track

Protecting Faith Communities: Insights from National Threat Assessment Center

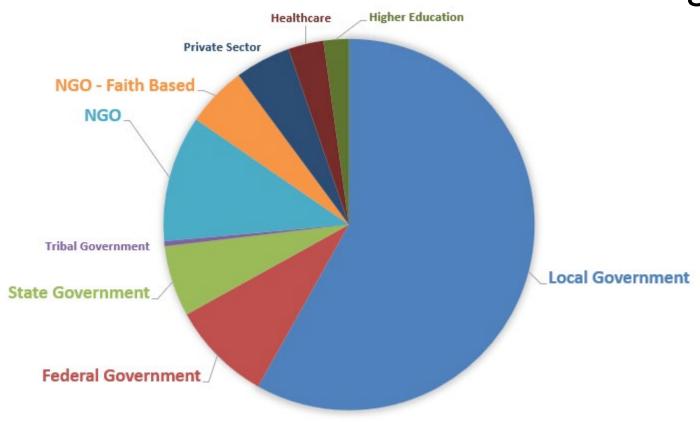
Preventing Racially Motivated Violent Extremism

Workshop: THIRA for Houses of Worship



ORGANIZATION TYPE

Registrations as of 9/3/2025



Attendees by UASI Member Jurisdiction				
Alameda County	39			
City and County of San Francisco	97			
City of Oakland	7			
City of San Jose	4			
Contra Costa County	18			
Marin County	7			
Monterey County	4			
Napa County	3			
San Mateo County	19			
Santa Clara County	23			
Santa Cruz County	5			
Solano County	6			
Sonoma County	12			
Federal, State, and Other	52			
Total Registrants	296			

Thank You!



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