WIRELESS EMERGENCY ALERT
MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF SAN DIEGO
AND THE
[JURISDICTION]

I. PURPOSE

This Agreement is made by and between the County of San Diego ("County") and the **[Jurisdiction] ("Jurisdiction")** ("Agreement"). It is intended to establish a regional agreement for the use of the Wireless Emergency Alert (WEA) system, a federally maintained alert and warning system, available to all jurisdictions to notify residents in times of severe or extreme hazards within the framework, agreements, rules and protocols agreed upon by the Unified Disaster Council and in agreement with the Operational Area Emergency Operations Plan and the fifth amended Joint Powers Agreement, as applicable.

On behalf of the San Diego County Operational Area, the County Office of Emergency Services (OES) has entered into a Memorandum of Agreement (MOA) with the Federal Emergency Management Agency (FEMA) designating County OES as a Collaborative Operating Group (COG) with the Integrated Public Alert & Warning System (IPAWS).

With access to IPAWS, the County can initiate Wireless Emergency Alert (WEA) messages. Ninety (90) character WEA messages are emergency notifications sent by authorized government alerting authorities through mobile carriers and broadcast to mobile phones receiving a signal from towers within or close to the alert area.

Because WEA messages leverage mobile carrier cell phone towers and the broadcast range of a particular tower can be affected by many variables such as the height of antenna over surrounding terrain, the frequency of signal in use, the transmitter's power, the directional characteristics of the site antenna array, local geography and weather conditions, emergency notifications regularly occur outside of the intended notification area.

Since WEA messages are regional, received by residents in multiple jurisdictions, the initiation of WEA messages requires regional coordination which is the responsibility of the County during disasters.

II. POLICY

County OES recognizes that each San Diego County Operational Area jurisdiction has a need to rapidly notify their residents during an emergency. County OES is authorized to disseminate messages using the federal IPAWS and associated capabilities including WEA.

County OES or the San Diego County Sheriff's Department ("Sheriff") will be responsible for originating all WEA activations.

If public safety officials (Incident Command) determines that the severity of an incident necessitates a public alert through WEA, the Incident Command will request a WEA through their dispatch agency. Dispatch agency personnel will complete the WEA Request Form and contact Sheriff's Dispatch to request a WEA broadcast.

County OES staff can initiate a WEA on behalf of the unincorporated area and/or a requesting city as requested by and coordinated with the Sheriff's Communication Center. If County OES is not available, a broadcast can be made via Sheriff's Communication Center Supervisors.

To ensure message consistency in the event the San Diego County Operational Area Emergency Operations Center (OA EOC) and City EOC(s) are activated for the same event, all WEA emergency notifications will be coordinated through the OA EOC, and disseminated only after stakeholders have collaborated and agreed upon the information, intended recipients and objectives relative to the incident.

Any WEA activation request must include all criteria and information requested on the WEA Request Form and must be reviewed for compliance with this MOA by the County OES Director or the Sheriff's Communication Center Watch Commander or their delegate(s) when the request comes from a participating agency.

Should the need for a WEA activation be determined by County public safety officials, notification will be made to city leadership of jurisdictions (Unified Disaster Council members) directly affected by the emergency.

This MOA is not intended to modify or replace existing agreements with AlertSanDiego's mass communication capability using the reverse calling functionality.

Wireless Emergency Alerts are originated using the AlertSanDiego system. County OES is responsible for procuring and maintaining the software used by AlertSanDiego to connect to the federal WEA aggregator. AlertSanDiego, currently utilizes Blackboard Connect software which is funded by the Homeland Security Grant Program or by general purpose revenue. System cost is under $100,000 annually.

AlertSanDiego system usage is unlimited. Jurisdictions are not billed for utilizing the system.

III. CRITERIA

Use of the WEA system is solely authorized for severe or extreme hazards.

Severe or extreme hazards are incidents where an emergency threatens, or is imminently expected to threaten, life or property. WEA messages must contain protective action instructions that recipients will follow to reduce vulnerability to an imminent threat.

Protective action instructions include:

1. Shelter – Shelter in place
2. Evacuate – Relocate as instructed
3. Prepare – Make preparations
4. Execute – Execute a pre-planned activity
5. Avoid – Avoid the hazard
6. Monitor – Attend to information sources
7. All clear – The event no longer poses a threat or concern

The system is generally not authorized for:

1. Missing person notifications
2. Non-emergency weather alerts
3. Traffic problems
4. Parking restrictions
5. Street closures
6. Water system issues
7. Structure fires impacting limited populations
8. Public health concerns
9. Crime information
10. Notifications to update residents on important programs or special events
11. Routine, informational or educational messages
12. Other events with limited impact

The system is not authorized for:

1. Any message of commercial nature
2. Any message of a political nature
3. Any non-official business (e.g. articles, retirement announcements, etc.)

IV. COMMUNICATION

A. Cross Jurisdictional

All people responsible for disseminating WEA messages must take into consideration the importance of message coordination, resource sharing, and the need to minimize public alerting fatigue in response to overuse of the system.

B. Public

For each message sent using WEA, the jurisdiction requesting the message shall be responsible for managing public and media questions, comments or concerns arising from

the message.

V. RESPONSIBILITIES

A. Jurisdiction

The jurisdiction requesting a WEA message must ensure that the WEA adheres to the criteria outlined in Section III. Additionally, the requesting jurisdiction must provide a completed WEA Request Form indicating:

1. Day and Time of Request
2. Incident Name
3. Agency Requesting the WEA Message
4. Authorizing Official
5. Media/Public Inquires Point of Contact
6. Specific Impacted Area
7. Standard WEA Descriptors

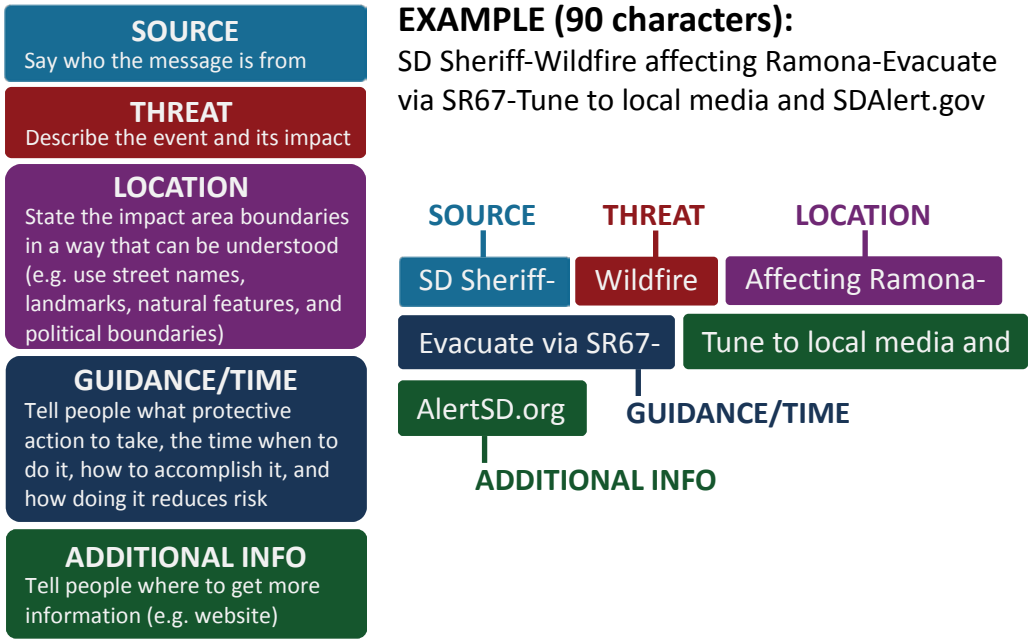
Event Type	Category	Response
CDW: Civil Danger Warning **CEM:** Civil Emergency Message **EQW:** Earthquake Warning **EVI:** Evacuation Immediate **FRW:** Fire Warning **HMW:** Hazardous Materials Warning **LEW:** Law Enforcement Warning **LAE:** Local Area Emergency **NUW:** Nuclear Power Plant Warning **RHW:** Radiological Hazard Warning **SPW:** Shelter in Place Warning	**Geo:** Geophysical (inc. landslide) **Met:** Meteorological (inc. flood) **Safety**: General emergency and public safety **Security:** Law Enforcement, military, homeland and local/private security **Rescue**: Rescue and recovery **Fire:** Fire suppression and rescue **Health:** Medical and public health **Env:** Pollution and other environmental **Transport:** Public and private transportation **Infra:** Utility, telecommunication, other non-transport infrastructure **CBRNE:** Chemical, Biological, Radiological, Nuclear or High-Yield Explosive threat or attack **Other:** Other events	**Shelter:** Take shelter in place **Evacuate:** Relocate as instructed **Prepare:** Make Preparations **Execute:** Execute a pre-planned activity **Avoid:** Avoid the Subject events **Monitor:** Attend to information sources

8. Standard WEA Parameters

Urgency	Severity	Certainty
Immediate Expected	Extreme Severe	Observed Likely

9. Duration of WEA Message Broadcast
    a. Minimum 15 minutes – Maximum 24 hours
    b. WEA will generally not rebroadcast to phones that have already received the message

10. WEA Message (90 characters)
    a. WEA Messages must provide clear direction on protective actions and include: Source, Threat, Location, Guidance and where residents can go for additional information.
    b. At the end of the WEA message, cities may refer the public to: AlertSD.org which will redirect to www.SDCountyEmergency.com. If used by a jurisdiction, city personnel will be responsible for providing regular updates to San Diego County OES so that the website can be updated with the latest information about the disaster.



B. **County OES and Sheriff**

The Sheriff's Communications Center Watch Commander is available to initiate requested WEA messages from the public safety dispatch agencies in San Diego County that adhere to the Section III Criteria. If a WEA message is initiated, the County OES Staff Duty Officer (SDO) and Watch Commander must coordinate together to complete the following action items prior to or immediately upon initiation of the alert:

- Email the Unified Disaster Council Members (leadership of impacted city, usually the Fire Chief/Emergency Manager), State Warning Center and the Cal OES Southern Region Duty Officer
- Engage 2-1-1 San Diego to ensure they are prepared for increased calls
- Engage Emergency Portal support to ensure it is prepared for increased traffic

C. **Unified Disaster Council (UDC) WEA Subcommittee**

The UDC WEA Subcommittee is a County-wide working group composed of participating City and County Agency Representatives. Coordinated by County OES, the UDC WEA Subcommittee shall meet semi-annually to conduct after action reviews of the system usage, coordinate ongoing administration, modifications to policies and guidelines, or other issues related to WEA messages. All recommendations for substantive changes to this MOA shall be submitted to the Unified Disaster Council for approval.

VI. TRAINING

To ensure effective and efficient use of WEA capabilities, agencies must regularly train and exercise their alert and warning policies and procedures. It is recommended that jurisdictions create a training program consisting of readily available coursework divided into sections of system access and responsibilities.

A. **County OES and Sheriff**

As WEA originators, County OES and Sheriff's Department will identify and train staff to support the WEA program and initiate WEA requests. The staff will complete:

- IS-247.A: Integrated Public Alert and Warning System (IPAWS)
- IS-251: Integrated Public Alert and Warning System (IPAWS) for Alerting Authorities
- Training on the WEA software system
- Regular testing of the WEA software system
- Training on the WEA MOA and WEA Request Form

B. **Jurisdiction**

As WEA requestors, the jurisdiction will identify and train staff to effectively request WEA messages. The staff will complete:

- Regular training on the WEA MOA and WEA Request Form
- IS-247.A: Integrated Public Alert and Warning System (IPAWS)
- IS-251: Integrated Public Alert and Warning System (IPAWS) for Alerting Authorities

VII. GOVERNANCE

County OES will manage the WEA notification system as a regional asset under the rules and protocols approved by the UDC.

This agreement will be reviewed by the UDC WEA Subcommittee once an implementation timeline is known from FEMA/FCC for WEA to incorporate refined .10 mile geo-targeting which will allow cities to notify residents only within their area of responsibility.

VIII. DEFENSE AND INDEMNITY

A. Claims Arising From Sole Acts or Omissions of County

The County hereby agrees to defend and indemnify [JURISDICTION], its agents, officers and employees (hereinafter collectively referred to in this paragraph as '[JURISDICTION]'), from any claim, action or proceeding against [JURISDICTION], arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, [JURISDICTION] may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. [JURISDICTION] shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

B. Claims Arising From Sole Acts or Omissions of [JURISDICTION]

[JURISDICTION] hereby agrees to defend and indemnify the County, its agents, officers and employees (hereafter collectively referred to in this paragraph as "County") from any claim, action or proceeding against County, arising solely out of the acts or omissions of [JURISDICTION] in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve [JURISDICTION] of any obligation imposed by this Agreement. County shall notify [JURISDICTION] promptly of any claim, action or proceeding and cooperate fully in the defense.

C. Claims Arising From Concurrent Acts or Omissions

County hereby agrees to defend itself, and [JURISDICTION] hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and [JURISDICTION]. In such cases, County and [JURISDICTION] agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph E below.

D. Joint Defense

Notwithstanding paragraph C above, in cases where County and [JURISDICTION] agree in writing to a joint defense, County and [JURISDICTION] may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of [JURISDICTION] and County. Joint defense counsel shall be selected by mutual agreement of County and [JURISDICTION]. County and [JURISDICTION] agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and [JURISDICTION] further agree that neither party may bind the other to a settlement agreement without the written consent of both County and [JURISDICTION].

E. **Reimbursement and/or Reallocation**

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and [JURISDICTION] may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

F. **Application of California Law**

Nothing in the Agreement is intended to nor shall it limit or alter the application of California law as it relates to actions against, or liability of, government entities under the California law, including, but not limited to, the California Government Claims Act (Government Code Section 810 et. seq.).

G. **Notice and Modification**

This Agreement may be modified at any time with the prior written consent of both Parties. All modifications shall be in writing and signed by both parties. Any communication or notices to be provided pursuant to this Agreement must be sent to the attention of the signatories below, or their designees.

H. **No Third Party Beneficiaries**

Except as may be expressly provided herein, no provision of this Agreement is intended, nor shall it be interpreted, to provide or create any third party right or any other rights of any kind in any person or entity.

I. **Choice of Law**

This Agreement is governed by the laws of the State of California. Venue for all actions arising out of this Agreement must be exclusively in the state or federal courts located in San Diego County, California.

J. **Counterparts**

This Agreement may be executed in multiple copies or in one or more counterparts, each of which shall be deemed an original with the same effect as if all the signatures were on the same instrument.

K. **Severability**

The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

L. **Anti-assignment Clause**

No Party may assign or delegate any duty or right under this Agreement. Any such purported assignment or delegation will void this entire Agreement, unless the Parties have previously approved such action in writing.

M. **Authority to Enter into Agreement**

Each of the signatories below represent that they have authority from their respective governing bodies to execute this Agreement and bind the parties to the terms of this Agreement.

IX. TERM AND TERMINATION

This Agreement shall become effective when it is signed by both parties. This Agreement may be terminated upon mutual consent at any time. Additionally, either party may terminate this Agreement following six (6) months' written notice to the other party. When the WEA system is improved to allow for .10 mile alert geo-targeting the County may terminate the Agreement following three (3) months' written notice.

X. SIGNATORY

_____

Holly Crawford, Director County of San Diego OES

_____
Date:

_____

[Jurisdiction] City Manager

_____
Date: