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").** 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. 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 determine that the severity of an incident necessitates a public alert through WEA, the alerting agency should contact County OES or Sheriff's Dispatch to request a WEA broadcast.

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 approved by the County OES Director or the Sheriff's Dispatch 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, reasonable efforts will be made to notify city leadership of jurisdictions 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.

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

DRAFT

The system is generally not authorized for:

1. Missing persons 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.

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 all stakeholders have collaborated and agreed upon the information, intended recipients, and objectives relative to the incident.

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.

DRAFT

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 completion of the WEA request form indicating:

1. Authorizing Official
2. Specific Impacted Area
3. 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

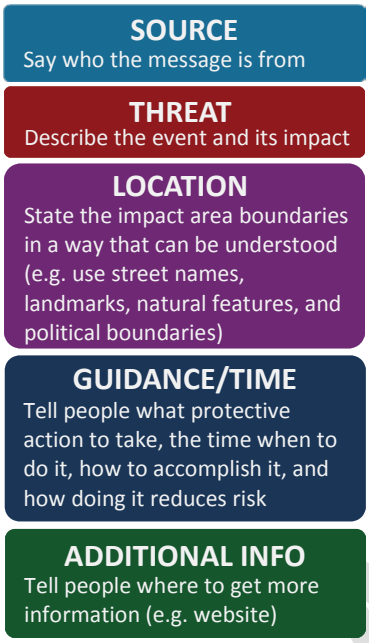
4. Standard WEA Parameters

Urgency	Severity	Certainty
Immediate Expected	Extreme Severe	Observed Likely

5. 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

DRAFT

6. WEA Message (90 characters)
    a. WEA Messages that provide clear direction on protective actions and include:



EXAMPLE (90 characters):
SD Sheriff-Wildfire affecting Ramona-Evacuate via SR67-Tune to local media and SDAlert.gov

B. County OES and Sheriff

The County OES Staff Duty Officer (SDO) and the Sheriff's Dispatch Watch Commander are available to initiate requested WEA messages from the jurisdiction that adhere to the Section III Criteria. If a WEA message is initiated, the SDO and Watch Commander must complete the following action items:

- Email the UDC, 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 alerts. All recommendations for substantive changes to this MOA shall be submitted to the Unified Disaster Council for approval.

DRAFT

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 request. 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 Alert and Warning 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

County shall not be liable for, and [JURISDICTION] shall defend and indemnify County and the employees and agents of County (collective "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter

DRAFT

collectively referred to as "Claims"), related to this MOA and arising either directly or indirectly from any act, error, omission or negligence of [JURISDICTION] or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. [JURISDICTION] shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

IX. TERMINATION

This agreement may be terminated upon mutual consent at any time. Additionally, either party may terminate this agreement following 6 months' notice to the other party.

X. SIGNATORY

_____ _____

Holly Crawford, Director [Jurisdiction] City Manager

DRAFT