ALERT & WARNING
MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF SAN DIEGO
AND THE
[JURISDICTION]

I. PURPOSE

This Agreement ("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 Alert & Warning modalities capable of being initiated through the Office of Emergency Services (OES) mass notification system. This agreement will allow the Jurisdiction to initiate Wireless Emergency Alerts (WEA) and generate AlertSanDiego campaigns to their jurisdiction utilizing the OES Mass Notification System("System").

County Office of Emergency Services (OES) recognizes that each San Diego County Operational Area jurisdiction has a need to rapidly notify their residents during an emergency. County OES and the Sheriff Communication Center are authorized to disseminate Alert & Warning messages to the Unincorporated area.

Each jurisdiction will be responsible for initiating their own Alert & Warning messages to their jurisdiction. This MOA replaces previous agreements regarding the AlertSanDiego mass notification system and replaces previous WEA Memorandums of Agreement.

II. BACKGROUND

County OES is responsible for procuring and maintaining the System (i.e., software), used to connect to the federal WEA aggregator and AlertSanDiego, the regional notification system used to send telephone, text and email notifications to residents and businesses within San Diego County. The System is funded by regional Homeland Security Grant Program funds or by Unified Disaster Council dues, as determined by the Unified Disaster Council. Grant and Unified Disaster Council budgets are voted upon annually by the Unified Disaster Council. System usage is unlimited. Jurisdictions are not billed for utilizing the System.

A. Wireless Emergency Alerts (WEA)

The Wireless Emergency Alert (WEA) system, is 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 Federal Emergency Management Agency (FEMA), the Federal Communications Commission (FCC), and 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 OES maintains a Memorandum of Agreement (MOA) with the FEMA designating County OES as a Collaborative Operating Group (COG) with the Integrated Public Alert & Warning System (IPAWS).

With access to IPAWS through the OES Mass Notification System, the Jurisdiction can initiate Wireless Emergency Alert (WEA) messages. WEA messages are emergency notifications sent by authorized government alerting authorities, as determined by the Jurisdiction, through mobile carriers and broadcast to mobile phones receiving a signal from cell towers within or in close proximity to the alert area. Please see examples of 90- and 360-character WEA messages in Appendix A.

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 may occur outside of the intended notification area. WEA version 3.0 from FEMA/FCC incorporates .10-mile geo-targeting capability which allows jurisdictions to notify residents with greater accuracy.

Since WEA messages may have regional implications and may be received by residents in surrounding jurisdictions, the initiation of WEA messages requires regional coordination which is the responsibility of the Jurisdiction (See Section IV. Communication).

B. AlertSanDiego

The County of San Diego has instituted a regional notification system that is able to send telephone notifications, texts and emails to residents and businesses within San Diego County impacted by, or in danger of being impacted by, a disaster. This system (software), called AlertSanDiego, is used by emergency response personnel to notify residents at risk with information about the event and/or actions (such as evacuation, shelter in place, gas leak, missing person at risk, etc.) The system utilizes the region's 9-1-1 database, provided by the local telephone companies, which includes both listed and unlisted landline phone numbers. It is TTY/TDD capable.

Residents are also able to self-register their Voice Over Internet Protocol (VoIP), cellular telephone numbers, and/or email addresses to receive notifications via phone, text, email, and/or American Sign Language with English voice and text.

III. POLICY

A. WEA

If a jurisdiction's public safety official (Incident Command, or other authorized alerting authority as determined by the Jurisdiction) determines that the severity of an incident necessitates public alert through WEA, the Public Safety Official will request that a WEA is devised and sent out through their respective dispatch agency.

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, health, 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, except AMBER alerts which are sent out by the Center for Missing and Exploited Children in cooperation with California Highway Patrol
2. Non-emergency weather alerts
3. Traffic problems
4. Parking restrictions
5. Street closures
6. Structure fires impacting limited populations
7. Crime information
8. Notifications to update residents on important programs or special events
9. Routine, informational or educational messages
10. 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.)

B. AlertSanDiego

If a jurisdiction's Public Safety Official, as determined by the Jurisdiction, determines that the severity of an incident necessitates public alert through AlertSanDiego, the public safety official will be responsible for processing and disseminating the AlertSanDiego message.

The Jurisdiction is authorized to develop pre-established notification lists (either spreadsheets or geo-coded lists) and messages to meet their needs. These lists may include special populations (e.g. in-home care, schools, etc.), those susceptible to certain risks (e.g. homes within dam inundation zone), or employee call back lists. It is the responsibility of the Jurisdiction to create and maintain these lists.

Use of AlertSanDiego system is authorized for the following purposes:

1. Imminent or perceived threat to life or property
2. Disaster notifications
3. Evacuation notices
4. Public health emergencies

5. Any notification to provide emergency information to a defined community

Use of AlertSanDiego email and text alerts for registered mobile devices are authorized for the following purposes:

1. Missing Persons at risk

The system is not authorized for:

1. Routine, informational or educational messages
2. Any message of commercial nature
3. Any message of a political nature
4. Any non-official business (e.g. articles, event notifications, retirement announcements, etc.)

IV. COMMUNICATION

A. Cross Jurisdictional

Alerting Authorities, as determined by the Jurisdiction, responsible for disseminating Alert & Warning messages must take into consideration the importance of message coordination, resource sharing, and the need to minimize public alerting fatigue which may occur with system abuse or overuse.

Should the need for Alert & Warning be determined by public safety officials, notification will be made to all potentially affected neighboring jurisdictions immediately. This may include Unified Disaster Council member(s), Dispatch Agency(ies), Emergency Manager(s), and/or Special District(s), i.e. Universities.

B. Public

It is a best practice for the Jurisdiction to refer the public to their Jurisdiction's official website or Jurisdiction operated social media sites for further information regarding the emergency that warranted the Alert & Warning. If the website *AlertSD.org*, *SDCountyEmergency.com* or any other registered domain name that leads to *SDCountyEmergency.com* is used as part of an alert or warning message, the Jurisdiction must provide County OES with information to update the site before the alert is sent. The Jurisdiction is also responsible for providing regular updates to County OES so that the website can be updated with the latest information about the disaster.

Incomplete or imperfect information is not a valid reason to delay or avoid issuing a warning. Time is of the essence, as recipients of warnings will need time to consider, plan, and act after they receive a warning message. This is particularly true among individuals with disabilities and people with access and functional needs. They may require additional time to evacuate or may be at increased risk of harm without notification.

For all Alert & Warning messages sent, the jurisdiction initiating the message shall be responsible for managing public and media questions, comments or concerns arising from the message.

During a regional emergency, it is a best practice for all jurisdictions to coordinate Alert & Warning and Public Information through the Operational Area Emergency Operations Center.

C. Multi-Modal

A highly effective Alert & Warning program will use as many delivery methods as appropriate and necessary. Alert & Warning is comprised of multiple modalities which may include: EAS (Emergency Alert System), WEA (Wireless Emergency Alert), AlertSanDiego, San Diego County Emergency Website (AlertSD.org), and Social Media. Jurisdictions should use all modality levels as appropriate to reach the widest audience.

By utilizing multiple modalities, there is a greater likelihood that people with disabilities or other access and functional needs will receive the Alert & Warning message.

V. RESPONSIBILITIES

A. Jurisdictions

All jurisdictions in the San Diego County Operational Area are responsible for the Alerting & Warning of their residents of severe or extreme hazards that currently threaten or pose an imminent threat to life or property.

Jurisdiction will ensure that trained and authorized personnel are available to issue Alert & Warning 24 hours a day, 7 days a week through dispatch and/or other means. Jurisdiction Program Administrator will be responsible for vetting and verifying which employees have completed required trainings in order to obtain access to the AlertSanDiego and WEA system (see Appendix A). Jurisdiction Program Administrators must be approved by the Jurisdiction Unified Disaster Council representative.

Jurisdictions will notify the County's Office of Emergency Services without delay, any and all employees no longer employed or otherwise unauthorized to issue Alert & Warning messages on behalf of the Jurisdiction.

B. State of California Alert & Warning Guidelines

All users agree to abide by the State of California Alert & Warning Guidelines. The guidelines may be found online at www.CalAlerts.org

C. Training

FEMA requires specific training for alert originators. For a step-by-step guide, please see Appendix A -Personnel Training Requirements.

D. Security

Per Federal Requirements, to ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix B). In addition, both parties agree to the following:

1. Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix B. The Jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.

2. Document and maintain jurisdictional specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.

3. Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.

4. Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the alert and warning systems addressed in this agreement.

5. Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

E. County OES and Sheriff

The Sheriff's Communications Center and County OES are available to initiate requested WEA and AlertSanDiego messages from a Public Safety Official for emergencies affecting the unincorporated area. If a WEA message is initiated, the County OES Staff Duty Officer (SDO) and Sheriff Watch Commander will coordinate the Communication requirements as outlined above in section III. Communication.

Should the need for Alert & Warning be determined by public safety officials, notification will be made to all potentially affected neighboring jurisdictions immediately. This may include Unified Disaster Council member(s), Dispatch Agency(ies), Emergency Manager(s), and/or Special District(s), i.e. Universities.

The Sheriff's Communications Center and County OES may be available to initiate requested WEA and AlertSanDiego messages from a Public Safety Officialfor emergencies in incorporated areas if the Jurisdiction is unable to do so.

County OES will conduct an annual audit of trained and authorized users to ensure users are still employed or otherwise still authorized to issue Alert & Warning on behalf of the Jurisdiction.

F. Unified Disaster Council (UDC) Alert & Warning Subcommittee

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

VI. GOVERNANCE

County OES will advise on Alert and Warning, in conjunction with the UDC Alert & Warning Subcommittee.

A. DEFENSE AND INDEMNITY

1. Claims Arising From Sole Acts or Omissions of County

The County hereby agrees to defend and indemnify the [JURISDICTION] its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'Jurisdiction'), from any claim, action or proceeding against the Jurisdiction, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, the 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. The Jurisdiction shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims Arising From Sole Acts or Omissions of the Jurisdiction

The 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 the 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 the Jurisdiction of any obligation imposed by this Agreement. County shall notify the Jurisdiction promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising From Concurrent Acts or Omissions

County hereby agrees to defend itself, and the Jurisdiction hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and the Jurisdiction. In such cases, County and the 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.

4. Joint Defense

Notwithstanding paragraph C above, in cases where County and the Jurisdiction agree in writing to a joint defense, County and the Jurisdiction may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of the Jurisdiction and County. Joint defense counsel shall be selected by mutual agreement of County and the Jurisdiction. County and the 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 the Jurisdiction further agree that neither party may bind the other to a settlement agreement without the written consent of both County and the Jurisdiction.

5. Reimbursement and/or Reallocation

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

6. 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.).

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

VII. 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.

VIII. SIGNATORY

Jeff Toney, Director, County of San Diego OES	[Jurisdiction] City Manager
_____	_____
Date:	Date: