

**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”). This form establishes a regional agreement on the use of Alert & Warning modalities capable of being initiated through the Office of Emergency Services (County OES) Mass Notification System (“System”). This agreement will allow the Jurisdiction to initiate Wireless Emergency Alerts (WEA) and generate AlertSanDiego campaigns to their jurisdiction via the County OES Mass Notification System.

County OES recognizes that each San Diego County Operational Area Jurisdiction has a need to rapidly notify their residents before and/or during an emergency. County OES and the Sheriff Communication Center are authorized to disseminate Alert & Warning messages to the unincorporated county areas.

Each Jurisdiction is responsible for initiating their own Alert & Warning messages to their jurisdiction. This Memorandum of Agreement (MOA) replaces previous agreements regarding the AlertSanDiego mass notification system and replaces previous WEA MOA’s.

II. BACKGROUND

County OES is responsible for procuring and maintaining the System (e.g., software), used to connect to the federal WEA aggregator and AlertSanDiego, the regional notification system used to send voice, text and email notifications to the public and businesses within San Diego County. The System shall be funded by regional Homeland Security Grant Program funds when possible 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. Jurisdictional usage of the System 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 the public in times of imminent, 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, County OES maintains an MOA with FEMA designating County OES as a Collaborative Operating Group (COG) with the Integrated Public Alert & Warning System (IPAWS).

With access to IPAWS through the County OES Mass Notification System, the Jurisdiction can initiate WEAs. WEAs 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 near 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 will more than likely 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 the public with greater accuracy.

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

B. AlertSanDiego

The County of San Diego maintains a regional notification system that is able to send voice, text, and email notifications to people within San Diego County who may be impacted by, or are in danger of being impacted by, a disaster. This system, branded as is AlertSanDiego, is used by emergency response personnel to notify members of the public at risk with information about the event and/or protective actions (such as evacuation, shelter in place, etc.) It is Teletype/"Telecommunications Device for the Deaf" TTY/TDD capable.

The System has several feeds of contact information. The system ingests the region's 9-1-1 database monthly. It is provided by the local telephone companies and includes both listed and unlisted landline phone numbers for voice notifications.

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

The System also ingests Confidential Customer Information (CII) from SDG&E public utility data monthly. It is provided pursuant to Government Code section 8593.4.

Pursuant to the Non-Disclosure Agreement (Appendix D) the Jurisdiction is a Representative of the County of San Diego and it is hereby agreed to that the Jurisdiction is familiar with, and shall abide by, the terms of Appendix D as though it were a party hereto.

County OES will notify the individuals listed in the CII when they are enrolled in the System. This notification will include a process to opt out of the System and terminate County OES access to the individual's CII for purposes of the System.

III. POLICY

A. **WEA**

If a Jurisdiction's Public Safety Official (i.e., 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 the Jurisdiction's 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, and/or property. WEAs must contain protective action instructions that recipients will follow to reduce vulnerability to an imminent and/or expected 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 the public on important programs or special events
9. Routine, informational and/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 is 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.

Full Use (voice, text, email) of the AlertSanDiego system to contact registered, E-911, and utility data is authorized for the following purposes:

1. Imminent, perceived, and/or expected threat to life and/or property
2. Disaster notifications
3. Evacuation notices
4. Public health emergencies
5. Any notification to provide emergency information to a defined community

Limited use (text and email only, no voice) of AlertSanDiego to contact registered mobile devices (not E-911 or utility data) are authorized for the following purposes:

1. Missing Persons at risk

The System is not authorized for:

1. Routine, informational, and/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.)

Testing and training of the AlertSanDiego system is strictly limited to contact information uploaded by the Jurisdiction. No E-911, utility, or registered users may be notified without their prior written consent.

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 by the initiating Jurisdiction to all potentially affected neighboring jurisdictions immediately. This may include, but not limited to, Unified Disaster Council member(s), Dispatch Agency(ies), Emergency Manager(s), and/or Special District(s), (e.g., Universities, Fire Protection Districts, Water Districts, etc.)

B. Public

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

Incomplete or imperfect information is not a valid reason to delay or avoid issuing an Alert & Warning. Time is of the essence, as recipients of warnings will need time to consider, plan, and act after they receive an Alert & warning. 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 initiating jurisdiction 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 the people within their jurisdictional boundary 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.

The Jurisdiction Program Administrator will ensure that the fire, law, EMS, and dispatch agencies serving their jurisdiction are provided a copy of this agreement. The Jurisdiction is responsible for putting in place any internal agreements necessary to perform the responsibilities within this agreement.

Jurisdictions shall, without delay, remove any and all persons no longer employed or otherwise unauthorized to issue Alert & Warning messages on behalf of the Jurisdiction from the System.

Jurisdictions shall certify annually that all users they have given access to the system:

1. Are current agents of the jurisdiction with authority to access the system
2. Have read, understand, and agree to the terms of the MOA
3. Have satisfied, at minimum, the training requirements set forth in this MOA
4. Have signed the Rules of Behavior
5. Have read and agreed to the Non-Disclosure Agreement

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 audits, 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 county area. If a WEA 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 by the initiating Jurisdiction to all potentially affected neighboring jurisdictions immediately. This may include, but is not limited to, Unified Disaster Council member(s), Dispatch Agency(ies), Emergency Manager(s), and/or Special District(s) (e.g., Universities, Fire Protection Districts, and Water Districts, etc.)

The Sheriff's Communications Center and County OES may be available to initiate requested WEA and AlertSanDiego messages from a Public Safety Official for emergencies in incorporated county 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.

G. Maintenance

This MOA will be maintained once every four years, or upon request of the UDC or the Alert & Warning Subcommittee.

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 of San Diego (“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 the 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 “the County”) from any claim, action or proceeding against the County, arising solely out of the acts or omissions of the Jurisdiction in the performance of this Agreement. At its sole discretion, the 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. The 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

The 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 the County and the Jurisdiction. In such cases, the 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 the County and the Jurisdiction agree in writing to a joint defense, the 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 the County. Joint defense counsel shall be selected by mutual agreement of the County and the Jurisdiction. The 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. The County and the Jurisdiction further agree that neither party may bind the other to a settlement agreement without the written consent of both the 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, the 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 this 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:

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

I. PURPOSE

This Agreement (“Agreement”) is made by and between the County of San Diego (“County”) and the [SPECIAL DISTRICT] (“District”). This form establishes a regional agreement on the use of Alert & Warning modalities capable of being initiated through the Office of Emergency Services (County OES) Mass Notification System (“System”). This agreement will allow the District to request Wireless Emergency Alerts (WEA) and AlertSanDiego campaigns to their constituents via the County OES Mass Notification System.

County OES recognizes that each San Diego County Operational Area Special District has a need to rapidly notify their constituents before and/or during an emergency. County OES and the Sheriff Communication Center are authorized to disseminate Alert & Warning messages on behalf of the District for events that impact the District’s area of responsibility and events that impact multiple jurisdictions that occur in the District’s area of responsibility. A single incorporated city being impacted by an event occurring in the District’s area of responsibility is authorized to disseminate Alert & Warning messages to their city in adherence to that city’s agreement with the County.

The District is responsible for formulating the content of the Alert & Warning messages to be sent on behalf of the District, and any subsequent messages or question from the public or media. This Memorandum of Agreement (MOA) replaces any previous agreements between the County and the District regarding the AlertSanDiego mass notification system and use of WEA.

II. BACKGROUND

County OES is responsible for procuring and maintaining the System, which is used to connect to the federal WEA aggregator and AlertSanDiego, the regional notification system used to send voice, text and email notifications to the public and businesses within San Diego County. The System should be funded by regional Homeland Security Grant Program funds when possible, 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 and Special Districts 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 the public 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, County OES maintains an MOA with FEMA designating County OES as a Collaborative Operating Group (COG) with the Integrated Public Alert & Warning System (IPAWS).

WEAs are emergency notifications sent by authorized government alerting authorities through mobile carriers and broadcast to mobile phones receiving a signal from cell towers within or near 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 will more than likely occur outside of the intended notification area. WEA version 3.0 from FEMA/FCC incorporates .10-mile geo-targeting capability which allows alerts to the public with greater accuracy.

Since WEAs may have regional implications and may be received by the public in surrounding jurisdictions, the initiation of WEAs requires regional coordination which is the responsibility of the requesting Special District (See Sections III Policy, and IV. Communication).

B. AlertSanDiego

The County maintains a regional notification system that is able to send voice, texts, and emails to people within San Diego County who may be impacted by, or are in danger of being impacted by, a disaster. This system, branded as AlertSanDiego, is used by emergency response personnel to notify members of the public at risk with information about the event and/or protective actions (such as evacuation, shelter in place, gas leak,) It is Teletype/"Telecommunications Device for the Deaf" TTY/TDD capable.

The System has several feeds of contact information. The system ingests the region's 9-1-1 database monthly. It is provided by the local telephone companies and includes both listed and unlisted residential and business landline phone numbers for voice notifications.

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

The System also ingests Confidential Customer Information (CII) from SDG&E public utility data monthly. It is provided pursuant to Government Code section 8593.4.

Pursuant to the Non-Disclosure Agreement (Appendix D) the District is a Representative of the County of San Diego and it is hereby agreed to that the District is familiar with, and shall abide by, the terms of Appendix D as though it were a party hereto.

County OES will notify the individuals listed in the CII when they are enrolled in the System. This notification will include a process to opt out of the System and terminate County OES access to the individual's CII for purposes of the System.

III. POLICY

A. Authorized Use

Use of the 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, and/or property. Full use (voice, text, email) of AlertSanDiego system to contact registered, E-911, and utility data and WEA is authorized.

If the District's Public Safety Official determines that the severity of an incident necessitates public alert through the System, the District's Public Safety Official is responsible for crafting the WEA text language and AlertSanDiego voice, text, and email language, requesting that it be sent on the District's behalf, keeping neighboring jurisdictions updated on the incident (including the use of alert & warning as described in Section IV. Communication), keeping the public updated on the incident, and for answering any public or media requests for information on the incident.

If the incident impacts a single concurrent jurisdiction, the Public Safety Official will request that a WEA and AlertSanDiego message is sent out through the affected concurrent jurisdiction's respective dispatch agency. If the affected concurrent jurisdiction is unable to assist, the District may then request the sending of alerts through County OES or the San Diego County Sheriff's Communications Center.

If the incident impacts multiple concurrent jurisdictions, the District's Public Safety Official will request that the alert is sent out through County OES or the San Diego County Sheriff's Communications Center.

Messages must contain protective action instructions that recipients will follow to reduce vulnerability to an imminent and/or expected 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

B. Limited Use

1. Missing Persons at Risk

Limited use of AlertSanDiego text and email only, is authorized to contact registered mobile devices for Missing Persons at Risk. WEA, E-911, utility data, and AlertSanDiego voice messages are not allowed for Missing Persons at Risk.

2. Internal Lists

The District is authorized to develop pre-established notification lists by uploading a spreadsheet into the System. These lists may include those susceptible to certain risks (e.g. partner agencies reliant on services provided by the District or employee call back lists). It is the responsibility of the District to create and maintain these lists.

Limited use of the System for voice, text, and email notifications, is authorized to contact Internal Lists only. WEA, E-911, utility data, and AlertSanDiego voice, text, or email messages are not allowed to contact Internal Lists. It is the responsibility of the District to send the alerts to internal lists. Concurrent jurisdictions and the County will not send these on behalf of the District.

C. Unauthorized Use

The System (other than through Internal List notifications) is generally not authorized for:

1. Non-emergency weather alerts
2. Traffic problems
3. Parking restrictions
4. Street closures
5. Structure fires impacting limited populations (unless there are protective actions due to imminent threat)
6. Crime information (unless there are protective actions due to imminent threat)
7. Notifications to update the public on important programs or special events
8. Routine, informational and/or educational messages
9. Other events with limited impact

The System is not authorized for:

1. Routine, informational, and/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.)

D. Testing

Testing and training of the System is strictly limited to contact information uploaded to internal lists by the District as referenced in Section III. B.2. Internal Lists. No WEA, E-911, utility, or AlertSanDiego registered users may be notified without their prior written consent.

IV. COMMUNICATION

A. Cross Jurisdictional

Because the District's area of responsibility may impact other jurisdictions, all alerts requested by the District must be coordinated with concurrent jurisdictions. The District 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 the District's Public Safety Officials, notification will be made by the District to all potentially affected jurisdictions immediately. This may include, but is not limited to, Unified Disaster Council member(s), Dispatch Agency(ies), Emergency Manager(s), and/or other Special District(s),(e.g Universities, Fire Protection Districts, Water Districts, etc).

B. Public

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

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

Incomplete or imperfect information is not a valid reason to delay or avoid requesting an Alert & Warning message. Time is of the essence, as recipients of warnings will need time to consider, plan, and act after they receive an Alert & 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.

During a regional emergency, it is a best practice for all special districts and 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, AlertSanDiego, San Diego County Emergency Website (AlertSD.org), and Social Media. The District should request and 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. Special Districts

The District is responsible for coordinating the Alerting & Warning of the people within their area of responsibility of severe or extreme hazards that currently threaten or pose an imminent

threat to life or property.

The District's Public Safety Official is responsible for crafting the WEA and AlertSanDiego message, requesting that it be sent on the District's behalf, keeping neighboring jurisdictions updated on the incident (including the use of alert & warning as described in Section IV. Communication), keeping the public updated on the incident, and for answering any public or media requests for information on the incident.

The District's Program Administrator will ensure that the fire, law, EMS, and dispatch agencies serving the District are provided a copy of this agreement. The District is responsible for putting in place any internal agreements necessary to perform the responsibilities within this agreement.

The District shall, without delay, remove any and all persons no longer employed or otherwise unauthorized to issue Alert & Warning messages on behalf of the District from the System.

The District shall certify annually that all users they have given access to the system:

1. Are current agents of the District with authority to access the system
2. Have read, understand, and agree to the terms of the MOA
3. Have satisfied, at minimum, the training requirements set forth in this MOA
4. Have signed the Rules of Behavior

Have read and agreed to the Non-Disclosure Agreement

B. Jurisdictions

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

Jurisdictions 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 System (see Appendix A). Jurisdiction Program Administrators must be approved by the Jurisdiction Unified Disaster Council representative.

The Jurisdiction Program Administrator will ensure that the fire, law, EMS, and dispatch agencies serving their jurisdiction are provided a copy of this agreement. The Jurisdiction is responsible for putting in place any internal agreements necessary to perform the responsibilities within this agreement.

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2. Have read, understand, and agree to the terms of the MOA
3. Have satisfied, at minimum, the training requirements set forth in this MOA
4. Have signed the Rules of Behavior
5. Have read and agreed to the Non-Disclosure Agreement

C. 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

D. Training

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

E. Security

Per Federal Requirements, to ensure the joint security of the systems and the message data they store, process, and transmit, all parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix B). In addition, all 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 District is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.
2. Document and maintain District specific security policies and procedures and produce such documentation in response to official audits, 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.

F. County OES and Sheriff

The Sheriff's Communications Center and County OES will initiate WEA and AlertSanDiego messages for emergencies affecting the unincorporated county area or multiple jurisdictions. If a WEA is initiated, the County OES Staff Duty Officer (SDO) and/or Sheriff Communication Center will coordinate the Communication requirements as outlined above in section III. Communication.

The Sheriff's Communications Center and County OES may be available to initiate requested WEA and AlertSanDiego messages from a Public Safety Official for emergencies in incorporated county areas on behalf of the jurisdiction(s) having primary responsibility if:

1. the sole impacted jurisdiction is unable to do so,
2. at request of the District, where the event only impacts the District area of responsibility,
3. when an event impacts more than one jurisdiction

Should the need for Alert & Warning be determined by the District's Public Safety Official, notification will be made by the District to all potentially affected jurisdictions immediately. This may include, but is not limited to, Unified Disaster Council member(s), Dispatch Agency(ies), Emergency Manager(s), and/or Special District(s) (e.g., Universities, Fire Protection Districts, Water Districts, etc.)

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 District.

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

The UDC Alert & Warning Subcommittee is a regional group composed of participating City and County Agency Representatives appointed by the UDC. Coordinated by County OES, the UDC Alert & Warning Subcommittee shall meet 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.

H. Maintenance

This MOA will be reviewed, and if necessary revised at minimum once every four years, or upon request of the UDC or the Alert & Warning Subcommittee.

VI. GOVERNANCE

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

3. Claims Arising from Concurrent Acts or Omissions

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

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, The County and the District 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 this 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 all Parties. All modifications shall be in writing and signed by all 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 all 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	[District] [President, CEO, Administrator, etc]
Signature:	Signature:
Date:	Date:
[Concurrent Jurisdiction], City Manager	[Concurrent Jurisdiction], City Manager
Signature:	Signature:
Date:	Date:
[Concurrent Jurisdiction], City Manager	[Concurrent Jurisdiction], City Manager
Signature:	Signature:
Date:	Date:



Zonehaven Projected Path Forward

All communications to/from Zonehaven must be routed through or in conjunction with the contracted Project Manager: TBD

All programmatic or policy questions should be sent to Stephen.Rea@sdcounty.ca.gov / Daniel.Vasquez@sdcounty.ca.gov (Emergency Management), Rick.Bjohnson@fire.ca.gov (Fire), and Michael.Davis@sdsheriff.org (Law), respectively.

- March 31, 2023: Contract signed
- Mid-Late April: Project Manager Assignment
- April 20, 2023: Presentation to UDC Members on the below projected timelines
- May 4, 2023: Presentation to the San Diego County Fire Chiefs Association on the below projected timelines

Zone Configurations

- Early May: Begin schedule arrangement for zone configurations (1,749 Preliminary Zones)
 - These will occur through GIS layer editing, not through the Zonehaven Evac application
- Early June: Zone configuration finalizations
- June 15, 2023: UDC Meeting, vote to approve zone configurations
- Mid-Late Summer: Procurement, Printing, & Distribution of Map Books

Zonehaven Governance

- August 17, 2023: UDC Meeting, vote to approve Zonehaven Governance

Zonehaven Integration Development & Testing

- Late Spring through Early Fall: Based upon the requirements, the vendor needs time to integrate configurations for local usability such as single sign-on and public safety grid overlay.

Zonehaven Anticipated System Access

- Late Fall 2023

Zonehaven Onsite Initial Training

- Late Fall/Early Winter
- Up to 500 participants
- 30 trainings – 70 hours
 - 10 –Train-the-Trainers for Admins/Comm Centers (2-hours each)
 - 10 –Train-the-Trainers for field users with drill (3-hours each)
 - 10 – Field user trainings (2-hours each, conducted by local trainers, supported by vendor)

Zonehaven Anticipated Go-Live

- May 1, 2024

Zonehaven Annual Onsite Refresher Training

- Spring/Summer 2024
- Up to 200 participants
- 8 Trainings – 24 hours
 - 4 – User Trainings (3-hours each)
 - 4 – Admin/Comm Center Trainings (3-hours each)