

**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](#).

Commented [NS1]: This appendix will be updated and added

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 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 (CCI) from [San Diego Gas & Electric](#) 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 [on the modalities](#) listed in the CCI when they are [first](#) enrolled in the System. This notification will include a process to opt out of the System ~~and~~ [which would](#) terminate County OES access to the individual's CCI for purposes of the System.

Commented [NS2]: Not every SDG&E customer will have an email address to be reached. How will we reach those customers?

Commented [VD(3R2)]: Ok I changed it a bit to maybe make better sense.

C. Zonehaven

Zonehaven is an evacuation management software that is replacing the current public safety grids to select and define alerting areas during an incident. The zones have been created using several factors and have been reviewed and approved by each jurisdiction. The zones, as created, may cross jurisdictional lines.

Commented [VD(4)]: @Nuzzo, Shannon please add a background about Zonehaven

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III. POLICY

A. EAS

Emergency Alert System (EAS) is a national public warning system commonly used by state and local authorities to deliver important emergency information, such as weather and AMBER alerts, to affected communities. EAS Participants – radio and television broadcasters, cable systems, satellite radio and television providers, and wireline video providers – deliver local alerts on a voluntary basis. The State of California has been divided into "EAS Operational Areas" for the purpose of disseminating emergency information. The San Diego EAS Operational Area encompasses the entire County.

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(Add when EAS can be sent, and by who, no jd's) Only County OES is authorized to activate the EAS. Approved jurisdictional Alerting Authorities in the OA can contact the OES Duty Officer and request activation of the system. Determination will be made by OES in the event of the need to notify large areas of the county to take protective actions or to provide emergency information.

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B. NWEM

Non-Weather Emergency Messages (NWEM)s are sent through FEMA's Integrated Public Alert and Warning System (IPAWS), to the National Weather Service (NWS) for broadcast over NOAA Weather Radio (NWR) All Hazards and other NWS dissemination systems. This capability was reintroduced in 2021 as a redesign of the previous enhanced NWEM dissemination functionality developed in 2006 as the All-Hazards Emergency Message Collection System (HazCollect).

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(Add when NWEM can be sent, and by who, no jd's) Only County OES and the Sheriff's Communications Center are authorized to send NWEM alerts. Approved jurisdictional Alerting Authorities in the OA can contact the OES Duty Officer or the Sheriff's Communications Office and request activation of the system. Determination will be made by OES in the event of the need to notify large areas of the county to take protective actions or to provide emergency information.

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A.C. 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 authorized sender.

Commented [V(5)]: Let's also add a new section up here on EAS and NWEM.

Commented [NS6R5]: Annex L and I

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

Imminent, 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 – Follow official information sources
7. All clear – The event no longer poses a threat or concern and the Shelter in place has ended.
 - o It's the responsibility of the jurisdiction to inform the public of the end of an incident.

Commented [NS7]: Would only be relevant with shelter in place. "at the end of an incident it's up to the jurisdiction to inform the public through other methods"

*note that these items listed came from our MOA with FEMA for proper usage

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-D. 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:

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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

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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:

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1. Missing Persons **at risk**

Commented [NS8]: Add Penal 14.215(B) code defining missing persons at risk

A Missing Person at risk is defined in Penal Code 14215.B below:

“at-risk” means there is evidence of, or there are indications of, any of the following:

- (1) The person missing is the victim of a crime or foul play.
- (2) The person missing is in need of medical attention.
- (3) The person missing has no pattern of running away or disappearing.
- (4) The person missing may be the victim of parental abduction.
- (5) The person missing is mentally impaired, including cognitively impaired or developmentally disabled.

The System is not authorized for:

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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.

E. Zonehaven

Commented [VD(9)]: Still needs Policy on ZH.

The Jurisdiction Program Administrator(s) will be responsible for vetting and verifying which employees have completed required trainings in order to obtain access to the Zonehaven system. Jurisdiction Program Administrator(s) must be approved by the Jurisdiction Unified Disaster Council representative.

The Jurisdiction Program Administrator(s) 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 verify/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
6. Notify County OES that the above listed items have been verified

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IV. COMMUNICATION

Commented [NS10]: Stopped here at 4/25 meeting. Resume from this point.

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.). This may be accomplished through a manual or an automated system.

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 *AlertSanDiego.org* ~~*SDCountyEmergency.com*~~ is used as part of a public Alert & Warning message, the Jurisdiction must notify/provide County OES of their intent to reference the website immediately 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), [NWEM \(Non-Weather Emergency Message\)](#), 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.

[In Zonehaven, because the zone formations do not take jurisdictional boundaries into consideration, alerts may be sent into neighboring jurisdictions. It is the responsibility of the alerting jurisdiction to inform the neighboring impacted jurisdiction that the alert and public facing map is crossing over into their area of responsibility.](#)

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, ~~and~~ [Zonehaven](#) systems (see Appendix A). Jurisdiction Program Administrators must be approved by the Jurisdiction Unified Disaster Council representative.

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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 ~~verify~~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
- 5-6. Notify County OES that the above listed items have been verified

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B. **State of California Alert & Warning Guidelines**

Commented [NS11]: 6/27 Meeting ended here upon discussion of removing Agency name from front of alerts.

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**

AlertSanDiego and WEA

Commented [NS12]: @Vasquez, Daniel (OES) do we want to add anything here about refresher trainings being available through our office upon request?

FEMA requires specific training for alert originators. For a step-by-step guide, please see Appendix A -Personnel Training Requirements. Initial train-the-trainer trainings will be available to the Jurisdiction by the System vendor. Trainings will then be provided to Jurisdiction administrators and communication center users. Ongoing training and refresher trainings can be provided upon request by a representative from the County-OES.

Commented [V(13R12)]: Yes please

Zonehaven

Initial Zonehaven train-the-trainer trainings will be provided available to the Jurisdiction by the System vendor. Trainings will then be provided to users at the administrative, communications centers, and field user levels. Ongoing training and refresher trainings can be provided upon request by a representative from the County-OES.

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.)

Only the County OES and the Sheriff's Communications Center can send Emergency Alert System (EAS) broadcasts and NWEM alerts through IPAWS. NWEM's will accompany all EAS broadcasts.

Only the County OES and the Sheriff's Communications Center can send Emergency Alert System (EAS) broadcasts and Non-Weather Emergency Messages (NWEMs) through FEMA's- Integrated Public Alert and Warning System (IPAWS).- to the National Weather Service (NWS) for broadcast over NOAA Weather Radio (NWR) All Hazards and other NWS dissemination systems. This capability was reintroduced in 2021 as a redesign of the previous enhanced NWEM dissemination functionality developed in 2006 as the All Hazards Emergency Message Collection System (HazCollect).

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.

Commented [NS14]: @Vasquez, Daniel (OES) wait is this the correct direction? Or is it opposite, that EAS will accompany all NWEMs?

Commented [NS15R14]: FWIW I can't find anything on either the NWEM or EAS websites about them being used together, and Annex I does not have a section for NWEM. Maybe we don't add this part since it's not written anywhere or maybe change the language to it's suggested that they're used together since they're both wide reaching?

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Commented [NS16]: @Vasquez, Daniel (OES) NEWM language added. Please review prior to A&W meeting next week.

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. ~~ZONEHAVEN~~

~~A. Use~~

~~Zonehaven is an evacuation management software that is replacing the current public safety grids to define alerting areas during an incident. The zones have been created using several factors and have been reviewed and approved by each jurisdiction. The zones as created may cross jurisdictional lines.~~

~~B. 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. Because the zone formations do not take jurisdictional boundaries into consideration, alerts may be sent into neighboring jurisdictions. It is the responsibility of the alerting jurisdiction to inform the jurisdiction that the alert is crossing over into.~~

~~Jurisdiction Program Administrator will be responsible for vetting and verifying which employees have completed required trainings in order to obtain access to the Zonehaven system. 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.~~

Commented [DV17]: This is great content. Can you divide it up in tracked changes to the Background, Policy, Responsibilities, and Training sections?

Commented [NS18R17]: Copied into those sections or getting rid of this section?

Commented [V(19R17): Both, copied into the above sections and then getting rid of this one.

~~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:~~

- ~~6. Are current agents of the jurisdiction with authority to access the system~~
- ~~7. Have read, understand, and agree to the terms of the MOA~~
- ~~8. Have satisfied, at minimum, the training requirements set forth in this MOA~~
- ~~9. Have signed the Rules of Behavior~~
- ~~10. Have read and agreed to the Non-Disclosure Agreement~~

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VII.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.

~~VIII.~~ **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.

~~IX.~~ **VIII. SIGNATORY**

Jeff Toney, Director, County of San Diego OES

[Jurisdiction] City Manager

Date:

Date: