SAN DIEGO UNIFIED DISASTER COUNCIL
MEETING MINUTES
June 15, 2023

1. ## CALL TO ORDER

   Jeff Toney called the meeting to order at 9:33 am and roll call was taken.

2. ## ROLL CALL   **MEMBER**

CARLSBAD	Kim Young
CHULA VISTA	Harry Muns
CORONADO	Jayson Summers
COUNTY OF SAN DIEGO	Nora Vargas
EL CAJON/LAMESA/LEMON GROVE	Bent Koch
ESCONDIDO	Rick Vogt
IMPERIAL BEACH	John French
NATIONAL CITY	Brian Kres
POWAY	Jeff Chumbley
SAN DIEGO	Colin Stowell
SAN MARCOS	Daniel Barron
SANTEE	Justin Mastushita
VISTA	Brett Davidson

3. ## CALL FOR PUBLIC INPUT

   There was 1 request for public comment.

4. ## APPROVAL OF MINUTES

   ACTION: The minutes of April 20, 2023, were unanimously approved.

   One public comment.

5. ## Zonehaven Approval– Dan Vasquez, OES

   - Request the UDC to approve the Incorporated City Zones.
   - Regional go-live will be scheduled to commence in conjunction with next year's wildland fire drill the first week of May 2024
   - OES Coordinated 2 virtual kick off meetings and 11 additional one on one meetings with agencies to guide them through the process of editing the zones.
   - Zonehaven 3 day conference was well attended with over 80 participants including representation from all 18 unincorporated cities.
   - More detailed plan on the governance of the zones will be presented in the August UDC meeting.

   ACTION: Motion to approve the incorporated city zones, was unanimously approved.

6. ## Multi-Jurisdictional Hazard Mitigation Plan– Nick Zubel, OES

   - Request the UDC approve the grant application to hire a contractor to coordinate the next 5 year update to the San Diego County's MJHMP.

- Letter of intent from each participating agency is required to participate in the San Diego County's MJHMP 2028 Update.
- Request the UDC to approve use of the UDC cost share formula breakdown for FY 24-25 to cover 50% or $50,000 of the local match.
- The remaining 50% or $50,000of the local match will come from County OES.

ACTION: Motion to approve, the UDC approved submitting the grant subapplication by the deadline. The local match will come from County OES. It was decided to revisit the cost share breakdown by jurisdiction at the August 17 UDC meeting, and to encourage non-UDC members who are participating in the 2028 MJHMP update to consider contributing to the cost share breakdown, was unanimously approved.

One public comment.

7. **COUNTY VICTIM SERVICES –** Alana Harrell, District Attorney's Office

- Overview of the San Diego County District Attorney's Office Victim Services Division. Slides were presented with program details as well as services offered.
- Penal Code 13835 grants all victims of crimes whether or not a suspect is apprehended are intitled to assistance.
- Advocates are located in all courthouses, SDPD and SDSO Headquarters.

8. **WebEOC UPDATE –** Patty Jordan, OES

- Upgrade is based on recommendations from 2019 assessment ("PAR") by Juvare.
- WebEOC has been in continual operation since 2008.
- This is not an upgrade in place.It will be a new instance.
- Partially funded by an Urban Areas Security Initiative (UASI) grant.
- Project goals are ease of use, improved operational value, enhanced security and new administrative tool.
- 90 power users representing 241 organizations invited to training. Four classes were conducted on-line May 23- June 7. Seven organizations did not attend and have been invited to a custom class.
- Single sign on and multi-factor authentication implementation and testing will be conducted June 20-30.
- Go Live is scheduled to be July 3, 2023.

9. **Cal OES Report–** Patrick Buttron, Cal OES

- Briefed on CalOES hazard mitigation assistance webinar on June 28, 2023 and Southern Region (Region I) MARAC meeting on July 27, 2023.
- Continued support is being provided for the UBCG Border Mission along with CDSS and CDPH as well as continued support to storm recovery/ snow melt activities.

10. **<u>Urban Area Security Initiative Grant/ Regional Training Program-</u>** Megan Beall, City OES

   • Information presented on dates and deadlines for the Urban Area Security Initiative Grant.

11. **<u>State Homeland Security Program Grant</u>**- Valentine Dama, OES

   • FY20- County has until June 30, 2023 to submit final cash reimbursement. FY20 is officially closed. Only open projects in our Operational Area Workbook are those with an approved extension from CalOES.
   • FY21- Grant monitoring activities are currently underway. Preparations are being made for Annual Homeland Security Grant Program Workshop in conjunction with The City of San Diego and Office of Emergency Services. The workshop is slated for the morning of July 12, 2023.
   • FY22- Majority of Jurisdictions have submitted their completed and signed Grant signature authorization forms, standard assurances, single audits and grants management assessment questionnaires.
   • FY23- Application is pending final FEMA review and approval.

12. **<u>Executive Report</u>** – Jeff Toney, OES

   • Information presented on Winter Storms Recovery, Title 42 Border and legislative updates.

   One public comment.

13. **<u>NEXT REGULAR MEETING</u>**- August 17, 2023, from 9:00-11:00 am
      SD County OES - 5580 Overland Avenue, Suite 100, San Diego, CA 92123

<u>MEETING ADJOURNED</u> – 10:53 AM

ALERT & WARNING – MEMORANDUM OF AGREEMENT UPDATE
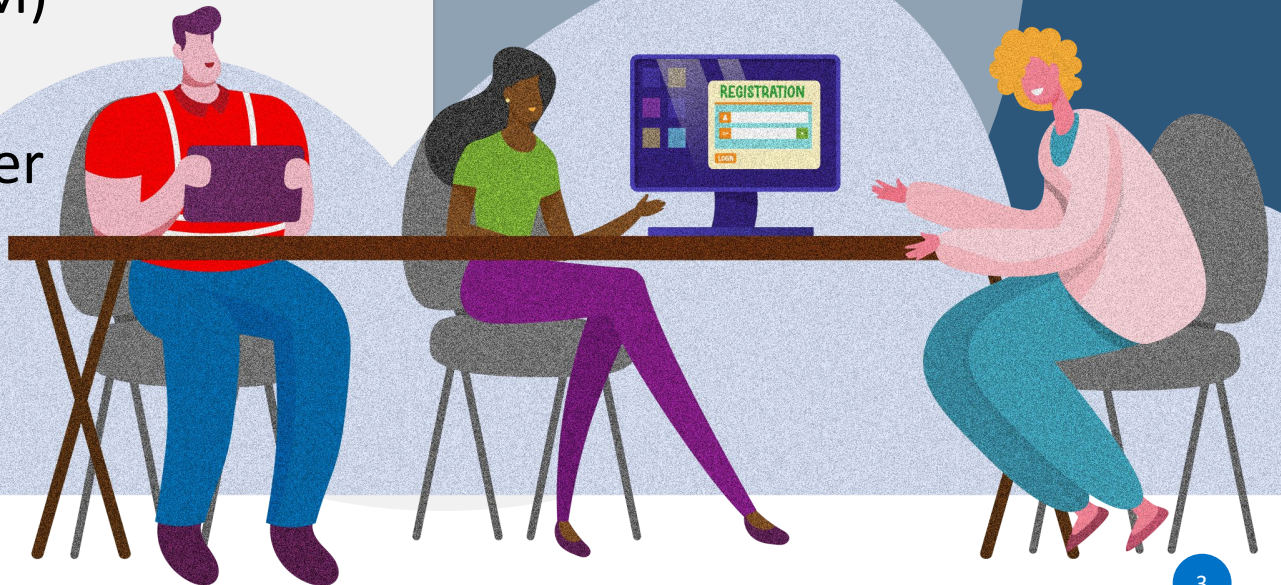
AUGUST 17, 2023

MOA UPDATE

- Previous version from 2020

- All changes were done through the Alert & Warning Subcommittee

- Updated versions were sent for review

OVERVIEW OF CHANGES

- Addition of Zonehaven including Background, Responsibilities, and Policy.

- Training on the new systems, and updated training requirements for Users and Administrators

- Policy and Responsibility Information on Non-Weather Emergency Messages (NWEM) and Emergency Alert System (EAS) alerts

- Addition of information on SDG&E Customer Information integration into AlertSanDiego via Govt. Code section 8593.4

- Updating of County website references to AlertSanDiego.org

ALERT & WARNING - MOA QUESTIONS?

AUGUST 17, 2023

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 MOAs.

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 0.1-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 C) 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 C 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 which would terminate County OES access to the individual's CCI for purposes of the System.

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.

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.

Only County OES and the Sheriff's Communications Center are 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.

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).

 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.

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.

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.

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.)

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:

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

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 <u>not</u> 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.

E.   Zonehaven

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 that all users with 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

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.). 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* is used as part of a public Alert & Warning message, the Jurisdiction must notify County OES of their intent to reference the website immediately. 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, WEA, and Zonehaven systems (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 verify that all users with 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

B.   State of California Alert & Warning Guidelines

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

C.   Training

AlertSanDiego and WEA

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.

Zonehaven

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

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

Only 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).

The Sheriff's Communications Center and County OES may be available to initiate requested WEA and AlertSanDiego messages from a Public Safety Official through standard mutual aid processes 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 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 reviewed once every four years, or upon request of the UDC or the Alert & Warning Subcommittee.

VI.   <u>GOVERNANCE</u>

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.   <u>TERM AND TERMINATION</u>

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.   <u>SIGNATORY</u>

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

_____   _____

Date: Date:

Appendix A

TRAINING

I.   PURPOSE

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

II.   POLICY

A.   County of San Diego

The County of San Diego Office of Emergency Services and/or the Sheriff's Department will be available to provide upon request the below training to those authorized to initiate Alert & Warning, upon completion of training requirements as outlined in Section III, Training in this Appendix.

  1.   In person or virtual training on AlertSanDiego.

B.   Jurisdiction

The Jurisdiction will ensure that staff they authorize to initiate Alert & Warning complete the minimum training requirements as identified by the Federal Government in Section III of this Appendix. Training is outlined below.

III.   TRAINING

- The FEMA Individual Study (IS) course can be taken online at https://training.fema.gov/is/
- For all other courses, please go to the San Diego Urban Area Security Initiative Training and Exercise Calendar at https://sduasi.org/ or the California Specialized Training Institute Course Calendar at http://csti.org

A.   Technician – as defined by California Alert & Warning Guidelines, is a level designed for those authorized to physically access and send Alert & Warnings (i.e., Dispatchers or other Public Safety

Officials as determined by the Jurisdiction). The following minimum training is required:

1.   Alert & Warning system user training

2.   IS-247: Integrated Public Alert and Warning System (IPAWS) For Alert Originators

3.   IS-251 Integrated Public Alert and Warning System (IPAWS) For Alerting Administrators

4.   IPAWS Rules of Behavior: Read, understand, and sign the IPAWS Rules of Behavior

5.   Review the Integrated Public Alert and Warning System (IPAWS) best practices at
        https://www.fema.gov/best-practices

B.   Practitioner – as defined by California Alert & Warning Guidelines, is a level designed for those authorized to craft messages and/or request to have messages sent (i.e., Incident Command or other Public Safety Officials as determined by the Jurisdiction). It is *recommended* that practitioners complete all technician level training in addition to the following courses:

1.   PER-304: Social Media for Natural Disaster Response and Recovery

2.   G290-291: Basic PIO and JIC-JIS

C.   Program Administrator – as defined by California Alert & Warning Guidelines, is a level designed for those overseeing the entire Alert & Warning program (i.e., Emergency Manager or other Public Safety Officials as determined by the Jurisdiction). It is *required* that Program Administrators complete all Technician level training as well as the following:

1.   Alert & Warning system training specific to data and personnel management.

2.   The individual must be knowledgeable in cross-jurisdictional coordination
        techniques within the jurisdiction.

In addition to the above required training, it is recommended that Program Administrators complete the following:

1.   All Practitioner level training

        a)   L0388: Advanced Public Information Officer

        b)   3. L-402: Liaison Officer

Program Administrators must be approved by the Jurisdiction's Unified Disaster Council representative. Program Administrators will be responsible for vetting and verifying which employees have completed required trainings as outlined above in order to obtain access to the Alert & Warning system.

IV.   SYSTEM TESTING

A.   Jurisdiction

There is no required system testing at the Jurisdictional level. It is recommended that Technicians, Practitioners, and Program Administrators, as outlined above, perform skills testing on a regular basis.

Any public facing Alert & Warning test must be coordinated through the County OES.

B.   County OES and Sheriff

The AlertSanDiego system will be tested no less than once per week by the County OES Staff Duty Officer. This test will not be public facing. No public Alert & Warning shall be sent as part of the test.

In coordination with Federal Requirements, the IPAWS (WEA) system will be tested no less than once per month by the County OES Staff Duty Officer. This test will not be public facing. No public Alert & Warning shall be sent as part of the test.

V.   ALERT AND WARNING GUIDELINES

Agencies should always maintain alerting capability. Maintaining the capability is imperative as disasters may strike at any time, and jurisdictions are responsible for informing the public in a timely manner of the threat and protective actions to take.

Agencies should issue alert and warning messages as soon as feasible given the circumstances of the situation. Designated alerting staff should have ready and reasonable access to the Alert & Warning system and be properly trained and well versed in how to operate the system.

Warning messages sent in error should be updated, clarified, or retracted immediately once the message has been confirmed as erroneous.

VI.   MESSAGE DETAILS

It is recommended that Jurisdictions utilize the Wireless Emergency Alert Request Form. This form has been standardized and used by dispatch agencies across San Diego.

A.   Descriptors and Parameters for WEA

IPAWS requires that one designator be selected from each of the following areas. Users should select the most appropriate designator for the situation.

1.   **Standard Alert & Warning Descriptors:**

Event Type

- CDW: Civil Danger Warning
- CEM: Civil Emergency Message
- EQW: Earthquake Warning

- EVI: Evacuation Immediate
- FRW: Fire Warning
- HMW: Hazardous Materials

Warning
- LEW: Law Enforcement Warning
- LAE: Local Area Emergency
- NUW: Nuclear Power Plant Warning

- RHW: Radiological Hazard Warning
- SPW: Shelter in Place Warning

Category

- Geo: Geophysical (inc. landslide)
- Met: Meteorological (inc. flood)
- Safety: General emergency and public safety
- Security: Law Enforcement, military, homeland and local/private security
- Rescue: Rescue and recovery
- Fire: Fire suppression and rescue
- Health: Medical and public health

- Env: Pollution and other environmental
- Transport: Public and private transportation
- Infra: Utility, telecommunication, other non-transport infrastructure
- CBRNE: Chemical, Biological, Radiological, Nuclear or High-Yield Explosive threat or attack
- Other: Other events

Response

- Shelter: Take shelter in place
- Evacuate: Relocate as instructed
- Prepare: Make Preparations
- Execute: Execute a pre-planned activity
- Avoid: Avoid the Subject events
- Monitor: Attend to information sources

2. **Standard Alert & Warning Parameters:**

Urgency

- Immediate
- Expected

Severity

- Extreme
- Severe

Certainty

- Observed
- Likely

B.   Message Requirements

1.   Duration of WEA Message Broadcast - Minimum 15 minutes – Maximum 24 hours. Broadcast duration is situationally dependent and determines how long messages are received by new phones that enter the impacted area. If a jurisdiction determines that the incident has concluded before the scheduled expiration, they should initiate a "force expiration" of the alert to avoid unnecessary alerting.

2.   WEA Messages must provide clear direction on protective actions and include:

a)   Source: This will be the agency sending the Alert & Warning

b)   Threat: This will be the reason why the Alert & Warning is being issued

c)   Location: Be as specific as possible about the area affected

d)   Guidance: Use plain language when guiding the public to take action, if applicable identify timing

e)   Additional information: Where residents can go for additional information. This can be the Jurisdiction's website/social media.

*Note: 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*, or any other registered domain name that leads to *AlertSanDiego.org* is used as part of a public Alert & Warning message, the Jurisdiction must notify County OES of their intent to reference the website immediately. 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.

C. Examples

SOURCE Say who the message is from	
THREAT Describe the event and its impact	
LOCATION State the impact area boundaries in a way that can be understood (e.g., use street names, landmarks, natural features, and political boundaries)	
GUIDANCE/TIME Tell people what protective action to take, the time when to do it, how to accomplish it, and how doing it reduces risk	
ADDITIONAL INFO Tell people where to get more information (e.g., website)	

EXAMPLE (90 characters):

SD Sheriff-Wildfire affecting Ramona-Evacuate via SR67-Tune to local media and *AlertSD.org*

SOURCE — SD Sheriff-

THREAT — Wildfire

LOCATION — Affecting Ramona-

Evacuate via SR67- **GUIDANCE/TIME**

Tune to local media and

AlertSD.org **ADDITIONAL INFO**

EXAMPLE (360 characters):

The National Weather Service has issued a TSUNAMI WARNING for San Diego County. A series of powerful waves and strong currents may impact beaches in San Diego. Get away from coastal waters, you are in danger. Move to high ground or inland now. Keep away from the coasts until local officials say it is safe to return. For more information go to *www.AlertSD.org*

Appendix B

IPAWS-OPEN Rules of Behavior

*Note: The below Rules of Behavior have been established by the Federal Emergency Management Agency (FEMA)

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to San Diego County Office of Emergency Services Alert and Warning System(s). These individuals shall be held accountable for their actions related to the public alert and warning resources entrusted to them and must comply with the following rules or risk losing access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include cell phones, tablets, and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives and external drives. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).

- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.

- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.

- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible).

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email, approved by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.

- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.

- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.

- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.

- The selection of passwords must be complex and include:

    o At least eight characters in length

    o At least two (02) upper case and two (02) lower case letters

    o At least two (02) numbers and one (01) special character.

- Passwords must not contain names, repetitive patterns, dictionary words, product names, personal identifying information (e.g., birthdates, SSN, phone number), and must not be the same as the user ID.

- Users are required to change their passwords at least once every 90 days.

- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.

- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:

    o Physically protect computing devices such as laptops, PEDs, smartphones, etc;

    o Protect sensitive data sent to or received from IPAWS-OPEN;

    o Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;

- Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the San Diego County Office of Emergency Services Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.

- If a smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS- OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.

- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.

- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.

- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.

- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.

- To prevent others from obtaining my password via "shoulder surfing", I will shield my keyboard from view as I enter my password.

- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.

- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or IPAWS- OPEN is no longer required.

- I agree that I have completed a locally delivered Computer Security Awareness type training prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete a locally delivered Computer Security Awareness type training on an annual basis. Locally delivered trainings are trainings delivered by your local jurisdiction, a local jurisdiction within the County, the County, or the State.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.

- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.

- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.

- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS- OPEN.

2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and the San Diego County Office of Emergency Services.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to San Diego County Office of Emergency Services Alert and Warning System(s) *and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.*

Name (Print): _____

Signature:_____Date: _____

INFORMATION SHARING AND NONDISCLOSURE AGREEMENT

This Information Sharing and Nondisclosure Agreement ("Agreement") is made as of February __, 2022 ("Effective Date") between San Diego Gas & Electric Company, a California corporation ("Company") and County of San Diego ("CSD"). The parties hereby agree as follows:

1.   Definition of Confidential Information.

        1.1   "Confidential Information" means the names, addresses, telephone numbers, and email addresses of Company's accountholders residing in the County of San Diego. Confidential Information does not include information (1) known to CSD or its Representatives prior to obtaining same from Company; (2) in the public domain at the time of disclosure by the Company; (3) lawfully obtained by the CSD or its Representative from a third party who did not receive same, directly or indirectly, from Company; (4) that is or was independently developed by persons who had no access to the Confidential Information; or (5) approved for release by written authorization of an authorized representative of the Company. Any party claiming that any of the foregoing five exceptions apply will have the burden of proof to establish such applicability.

        1.2   "Representatives" means directors, officers, employees, partners, affiliates, agents, and/or advisors.

2.   Access to Confidential Information. Company shall provide Confidential Information to CSD for the sole purpose of enrolling CSD residents in a County-operated or city-operated public emergency warning system.

3.   Notification and Opt-Out. CSD shall notify the individuals listed in the Confidential Information when they are enrolled in the public emergency warning system. This notification will include a process to opt out of the warning system and terminate CSD's access to the individual's contact information for purposes of the warning system.

4.   Limited Use; Nondisclosure. CSD hereby agrees that it shall use the Confidential Information solely for the purpose of enrolling and providing notifications to CSD residents in a County-operated or city-operated public emergency warning system consistent with the provisions of Government Code section 8593.4. CSD shall ensure the confidentiality of the Confidential Information is protected under reasonable security procedures, and shall not disclose Company's Confidential Information to any individual other than a Representative. Except as otherwise provided herein, CSD will keep confidential and not disclose the Confidential Information. CSD shall cause each of its Representatives to become familiar with, and abide by, the terms of this Agreement as though it was a party hereto. CSD shall ensure that a local government or a third-party contractor or agent that assists with or administers the emergency warning system may not use the Confidential Information for any purpose other than for emergency notification consistent with Government Code section 8593.4.

5.   Court or Administrative Order. Notwithstanding the provisions of Article 2 above, CSD and its Representatives may disclose any of the Confidential Information in the event, but only to the extent, that, based upon reasonable advice of counsel, it is required to do so by the disclosure requirements of any law, rule, or regulation or any order, decree, subpoena or ruling or other similar process of any court, securities exchange, governmental agency or governmental or regulatory authority. To the extent allowed by law, prior to making or permitting any of its Representatives to make such disclosure, CSD shall provide Company with prompt written notice of any such requirement so that the Company (with CSD's assistance, at Company's expense) may seek a protective order or other appropriate remedy.

6.   Document Retention. At any time when the Confidential Information is no longer needed for the public emergency warning system, CSD shall promptly deliver to Company or destroy (with such destruction to be certified to the Company) all portions of documents (and all copies thereof, however stored) furnished to or prepared by CSD and its Representatives that contain or are based on or derived

from Confidential Information and all other portions of documents in CSD's possession that contain or that are based on or derived from Confidential Information (to the extent so derived). This same procedure shall apply to the contact information of an individual who has terminated CSD's access pursuant to section 3 of this Agreement. Notwithstanding the foregoing, CSD will not be required to return or destroy Confidential Information that has been created solely by CSD's automatic archiving and back-up procedures, but only to the extent created and retained in a manner consistent with such procedures and not for any other purpose, and *provided* that such automatically archived or backed-up copies will be subject to the confidentiality provisions of this Agreement.

7. Term; Survival. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by mutual agreement of the parties in writing or until all Confidential Information is destroyed or returned to Company by CSD. However, the obligations and restrictions on CSD set forth herein, and the Company's rights to enforce the same, shall nevertheless remain in full force and effect with respect to Confidential Information while any part of the Confidential Information is possessed by CSD. Moreover, CSD represents, warrants, and covenants that security procedures and practices appropriate to the nature of Confidential Information involved are in place and will be used at all times with respect thereto to protect it from unauthorized access, destruction, use, modification, or disclosure. Without limiting the generality of the foregoing or any other provision of this Agreement, CSD shall access, collect, store, use, and disclose the Confidential Information under policies, practices and notification requirements no less protective than those under which Company operates.

8. Assignment. Neither party shall permit this Agreement or any of its rights or obligations hereunder to be assigned or delegated voluntarily, involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner, without the other party's prior written consent (which consent may not be unreasonably withheld), and any attempted assignment without such consent will be null and void.

9. Remedies. The parties acknowledge that the Confidential Information is valuable and unique and that damages would be an inadequate remedy for breach of this Agreement, and the obligations of each party and its Representatives are specifically enforceable. Accordingly, the parties agree that in the event of a breach or threatened breach of this Agreement by CSD, the Company shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy. **Neither party nor any of its Representatives shall have any liability to any other party or its Representatives for any special, indirect, incidental or consequential loss or damage whatsoever, including, without limitation, lost profits or lost investment opportunity, even if such party has been advised in advance that such damages could occur.**

10. Other Business Opportunities. The holding of discussions between the parties and the disclosure of Confidential Information shall not be construed as an obligation on the part of either party to refrain from engaging at any time in the same business or any business similar or dissimilar to the business in which the other party is now engaged. Further, except as otherwise agreed in writing, Confidential Information received concerning the Company's future plans is tentative and does not represent firm decisions or commitments by either party. Either party may meet with third persons and may receive information similar to the Confidential Information which the party received under this Agreement.

11. No Implied Licenses. Nothing in this Agreement will be construed as granting any rights to CSD, by license or otherwise, to any of the Company's Confidential Information, except as specifically stated in this Agreement.

12. No Warranty. Each party acknowledges and agrees that the Company and its Representatives make no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information and that the Company and its Representatives shall have no liability relating to or arising from the use of the Confidential Information or for any errors therein or omissions therefrom.

13. No Waiver. It is understood and agreed that no failure or delay by either party in exercising any right, power or privilege available hereunder or under applicable law shall operate as a waiver thereof, nor

shall any single or partial exercise thereof preclude any other or further exercise thereof of any other such right, power or privilege.

14.   Entire Agreement; Amendment; Counterparts. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and may be amended only in writing signed by both parties. This Agreement supersedes any previous confidentiality or nondisclosure agreement or contractual provisions between the parties to the extent they relate to the subject matter hereof. This Agreement may be executed by the parties hereto on any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original counterpart of this Agreement.

15.   Governing Law. The formation, interpretation and performance of this Agreement shall be governed by the internal laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

16.   Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses (including expert testimony) and reasonable attorneys' fees, including allocated costs and fees of in-house counsel, incurred therein by the prevailing party.

17.   Venue and Jurisdiction. In the event of any litigation to enforce or interpret any terms of this Agreement, the parties agree that such action will be brought in the Superior Court of the County of San Diego, California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Southern District of California), and the parties hereby submit to the exclusive jurisdiction of such courts.

18.   Notices. Any notice, request, claim, demand, or other communication between the Parties required or permitted by this Agreement, or otherwise made in connection with this Agreement must be in writing and will be deemed effective: (a) when delivered in person; (b) on the next business day if transmitted by national overnight courier to a physical address (not a PO Box), with confirmation of delivery; (c) upon transmission if sent by electronic mail, *provided* that the sender shall also either send a hard copy of the notice on the same business day in accordance with one of the other transmission methods as confirmation of delivery or obtain written acknowledgement of receipt of the notice from the recipient. In each of the foregoing cases, notice must be addressed as follows (or at such other address for a Party as specified in a notice given in accordance with this Article):

If to Company:

San Diego Gas & Electric Company 8330 Century Park Court, SD1340 San Diego, CA 92123 Email: tporter@sdge.com Attention: Thom Porter	With a copy to: San Diego Gas & Electric Company 8330 Century Park Court, CP32A San Diego, CA 92123 Email: fbacaj@sdge.com Attention: General Counsel

If to CSD:

Jeff Toney San Diego County Office of Emergency Services 5580 Overland Avenue, Suite 100 San Diego, CA 92123 Email: jeff.toney@sdcounty.ca.gov Attention: Jeff Toney	With a copy to: Mark Day Senior Deputy County Counsel 1600 Pacific Highway, Room 355 San Diego, CA 92101 Email: mark.day@sdcounty.ca.gov Attention: Mark Day

These addresses may be changed by written notice to the other party provided that no notice of a change of address shall be effective until actual receipt of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.
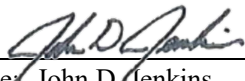
19.   Savings Clause; Effect of Uniform Trade Secrets Act. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect. In the event of any conflict between any provision hereof and any provision of the Uniform Trade Secrets Act of California, the provision affording the greater degree of protection to the Company shall control.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its authorized representative as of the Effective Date.

COUNTY OF SAN DIEGO

SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation

By: _____e-Signed by Jeff D. Toney_____
    Name: Jeff Toney
    Title: Director, San Diego Office of Emergency Services

By: _____
    Name: John D. Jenkins
    Title: Vice President – Electric Systems Operations

Approved as to legal form:_____F.B._____

4

**UDC Meeting
American Red Cross**

August 17, 2023

Bixi Howe

Disaster Program Manager

American Red Cross
Disaster Operations 2023

- Region Accomplishments
- Response Capacity
- Response Capabilities
- What to Expect

Top 5 Ready Regions

Region	%
28. Puerto Rico Region	91%
26. Southern California ...	90%
7. Northern California C...	88%
44. Central and Souther...	88%
38. Greater Pennsylvani...	85%

0%   50%   10

FY23 Readiness Report:
Southern California Region ranked 2nd in nation

Readiness Report for Southern California Region

Region		Risk Rank	Risk Tier	HP/HC	Multiplier	FY23 Target
Southern California Region	⌄	26	Tier 1	FOR	5	90%

Trained People Readiness

Supplies Readiness (11%)		
100%		
Blankets in Inventory (3%)		
7,449	4,600	100%
Actual	Target	% to Target
Comfort Kits in Inventory (3%)		
10,255	2875	100%
Actual	Target	% to Target
Cots in Inventory (5%)		
8,705	2,300	100%
Actual	Target	% to Target

SH/SA (5%)		
354	200	100%
Actual	Target	% to Target
SH/SV (20%)		
80	80	100%
Actual	Target	% to Target

Infrastructure Readiness (3%)		
100%		
ERV Preventative Maintenance (3%)		
7	7	100%
Actual	Target	% to Target

Community Readiness (10%)		
100%		
Annual EMA Commitment (10%)		
5	5	100%
Actual	Target	% to Target

American Red Cross
San Diego and Imperial Counties
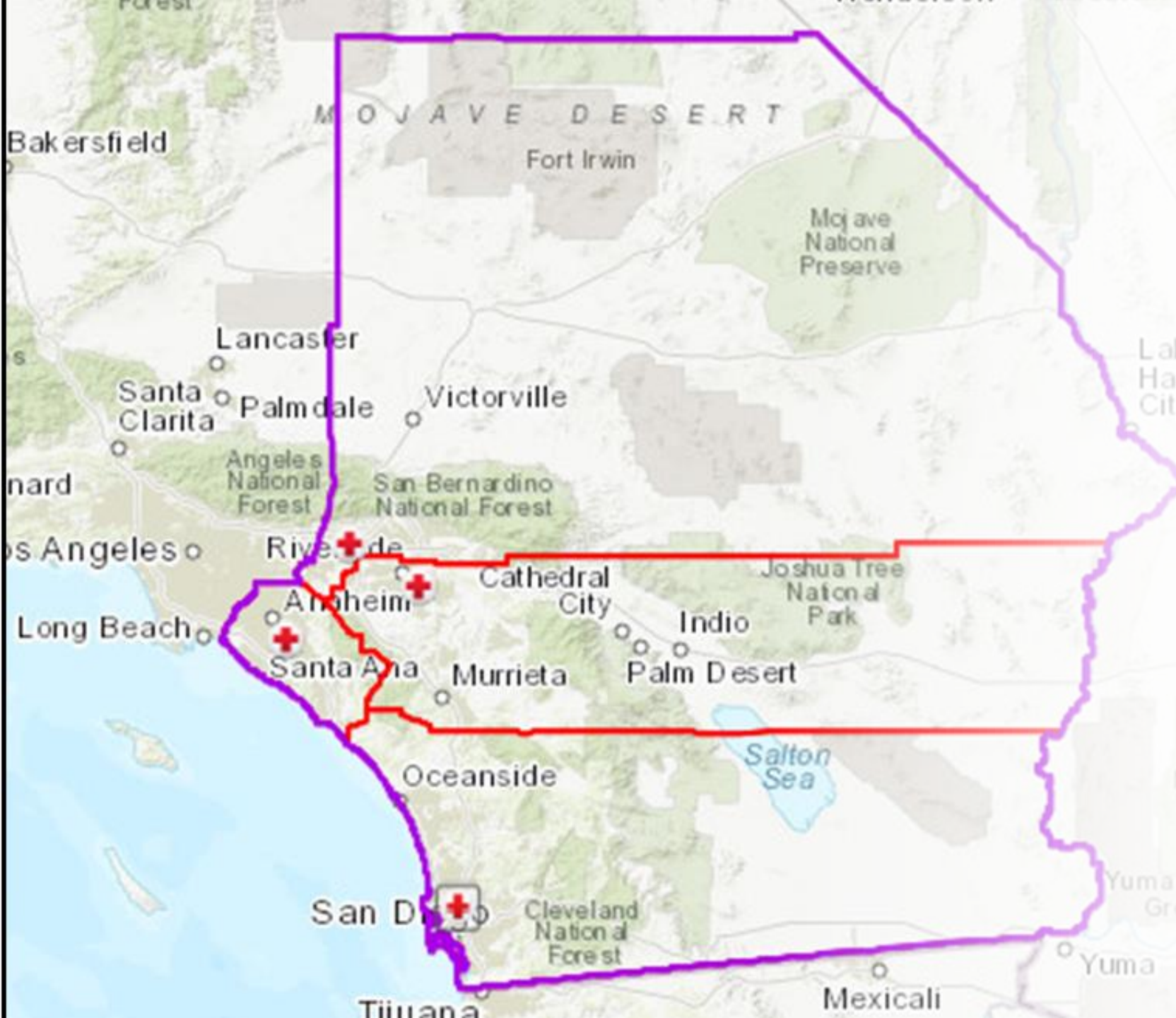
Wildfire Response Capacity

Escalation Triggers
(examples)

- *Is disaster larger than an apartment fire?* → Regional Response

- *More than 100 homes destroyed or 250+ seeking shelter?* → Pacific Division Response

- *More than 1,000 homes destroyed?* → **Red Cross National response**

Wildfire Response Capacity cont.

Trained Responders:

- Mass Care Trained Workforce with Credential: 420

  (145 in Chapter)

- Credentialed "Shelter Managers:" 80

  (27 in Chapter)

National & Divisional Surge Support

- Three+ Sheltering Teams on 24-hour stand by to serve in the Pacific Division
- Additional Shelter Support Trailer for 800 issued to regions

AMERICAN RED CROSS
DISASTER OPERATIONS & LOGISTICS
OPERATIONS ORDER 008-23

Pacific Division Wildfire Response Readiness
August – October 2023
DR 444-24 and DR 445-24

Virtual DOCC
6:00pm ET
July 28, 2023

1. **Situation:** Forecasters in July predicted an above-normal potential for wildfire between August and October 2023 for most of Washington and parts of Idaho, Montana, and Oregon due to repeated heat waves and dense vegetation growth at lower elevations. Forecasters assess wildfire risk in California as normal to below normal for CY23 because heavier vegetation remains moist from a very wet winter, however, those predictions are subject to change considering the heatwave California has experienced in July. A new prediction will come out in August.

2. **Commander's Intent.** The Red Cross sustains the capability to initiate and deliver near-continuous mass care services in response to wildfire activity in Washington, Oregon, Idaho, Montana, and California for up to 48 hours without extra-regional resources from August 1 through October 31, 2023.

3. **Mission.** This Order establishes a Wildfire Initiation Team (WIT) to support the Northwest, Cascades, and Idaho/Montana Regions (DR 445-24) within the Pacific Division. This team actively monitors and reports on emerging and ongoing wildfire activity within Northwest, Cascades, and Idaho/Montana Regions, mobilizes responders in coordination with those regions as necessary to initiate a response, and continuously evaluates and reports on the potential for escalated response. This Order also directs the pre-positioning of material resources in Northwest, Cascades, and Idaho/Montana Regions and in California for immediate use in ongoing wildfire response. These resources are only to be used as directed and [...] by the Pacific Division Disaster Executive. [...] Order establishes two National Level, nationally accounted [...] control of the VP, Disaster Operations & [...] control of the Pacific Division Disaster [...]: DR 445-24 (Pacific

Wildfire Response Capacity cont.

Essential Supplies, Chapter:
Standard Cots: 4,188
Cots, "Medical" 450#: 314
Blankets: 4,699
Comfort Kits: 3,936

(Stand By) Shelter Support Trailer, OC:
Standard Cots: 816
Cots, "Medical" 450#: 20
Blankets: 1,680
Comfort Kits: 960

Emergency Response Vehicles (ERV)
20 in the Region
8 in Chapter

Caches
14 Shelter Support Trailers (Serve 100)
13 Shelter Support Containers (Serve 100 – 300)
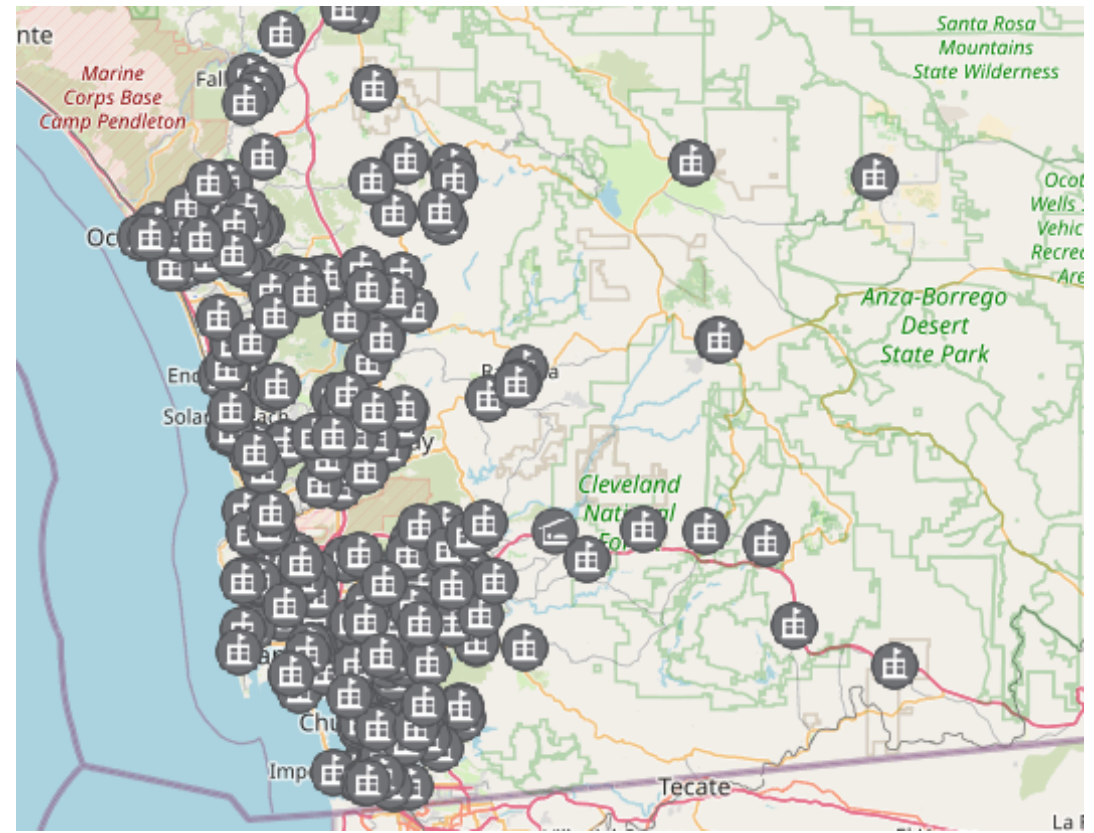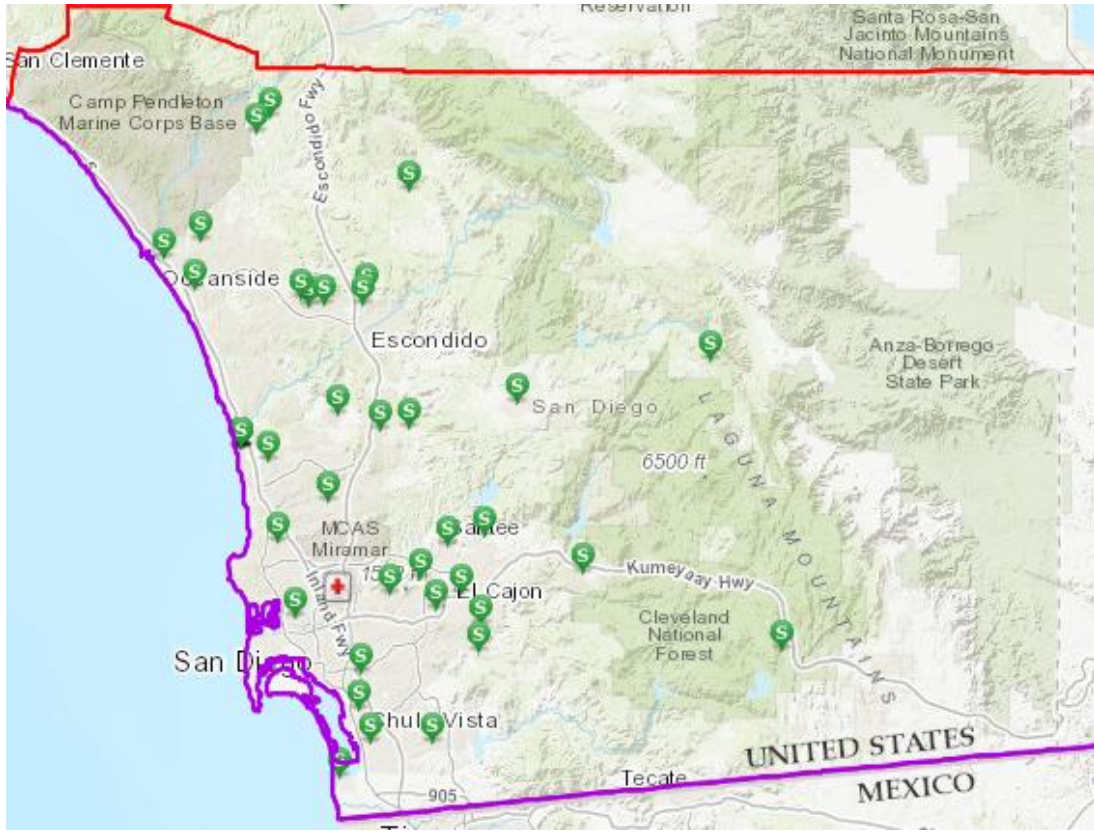
Shelter Facilities

- Red Cross Shelter Agreements
- 41 High Capacity - Priority Shelters

727K+ Usable Sq Ft & 18,000+ Capacity

- 270 Total Shelters

2.5M+ Usable Sq Ft & 63K+ Capacity

Response Capabilities: FY 2023

SDIC Chapter Response & Recovery	Total	SD	IC	Additional Details
Total Responses	363	296	67	
Events	319	257	62	28 Events Required Multiple Responses
Home Fires	260	215	45	
Home Explosions	3	3	0	
Storms	19	12	7	
Floods	10	9	1	
Hurricane	1	1	0	Hurricane Ian, Evacuated to San Diego
Transportation	10	10	0	5 Vehicle vs House, 5 Vehicle vs Apartment
Brush Fires	8	3	5	
Industrial/Commercial Fires	4	0	4	
Civil Disturbances	2	2	0	SWAT Operations
Search and Rescue	1	1	0	
Other	1	1	0	Tree vs Mobile Home
Canteens	15	2	13	
First Responders	551	105	446	Provided Meals, Snacks, and Drinks
Multi-Day Relief Operations	3	2	1	Border 32 Fire, Western Shores Power Outage, SB Blizzard
Shelters	5	2	3	Border 32, Quechan, Storms Crossing, Western Shores, Sink Hole
Overnight Stays	317	156	161	
Families Assisted	529	449	80	Financial Assistance and Recovery Casework
Individuals	1,236	1,006	230	
Integrated Care and Condolence	8	7	1	8 Home Fires, 11 Fatalities

Requesting Red Cross Mass Care Services

- Coordinating agency establishes Temporary Evacuation Point

- Coordinating agency might make official request to Red Cross for Canteen

- Feeding On Call Lead coordinates dispatch of Canteen team → provides snacks, hydration, situational awareness

- Evacuations expected to remain in place over night?

Coordinating agency might make official request sheltering request to Red Cross

What to Expect?

National Shelter System: Which facility will be a shelter?
→ Determined by County EOC/Jurisdiction, Incident Command & Red Cross

Virtual Red Cross Shelter On Call Team works on two tasks:

1. Shelter Sourcing → Selection → Appropriate contacts established → Works with Facilities to determine logistics & resources. → Designated space turns to a public shelter operated by Red Cross or partner agency.

2. Shelter Staffing → Dispatch team of two (min.) to site, welcome clients, assess immediate needs → Establish structure: One Shelter Manager and one Service Associate min.; Provide logistical support (shelter supplies) and wrap around services (disaster health services, mental health services, spiritual care, technology.

Scaling Up Mass Care Response

1. Shelter 1 is open to the public.

2. Shelter 1 is at **50% capacity**.

3. Red Cross Shelter On Call Team initiates standby procedure for:

- Shelter 2 Facility & Team

- Logistics Support (Shelter Trailer)

4. Shelter 1 is at **75% capacity**.

5. Red Cross dispatches resources to open Shelter 2.

Questions?

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American Red Cross
San Diego and Imperial Counties

WebEOC Update
UDC August 2023

Patty M. Jordan
OES, IT Principal
County of San Diego, Office of Emergency Services

WebEOC – New Platform

- Successful "Go-Live" on July 6, 2023

- Covers all 18 Jurisdictions

- 241 Organizations

- Nearly 2,000 users

- Licensing-unlimited number of users

Highly Standardized, Scalable & Easier to Use

WebEOC- Overview

- Provides Team Boards to record important events and decisions

- Provides real-time collaboration and information sharing

- Serves as the system of record for a named emergency event

- Data entered is subject to the Public Records Act

WebEOC's data classification is PUBLIC

Support Model- "Power Users"

Administrative Profiles-

- 171 Power Users
  - Add & manage accounts for their organization
  - Provide basic user training
  - Representation at the WebEOC Governance Committee (EMWG)

Training Resources

"Power Users" Training

- File Library-Robust Training Content

- Juvare- 4 classes in June
  - Videos provided in the File Library

- OES- 3 classes July-Aug

- Ongoing "waiting list" for "In-Person" and on-line classes

Training Resources

WebEOC –Organizations without Power Users

- Organizations without Power Users continue to contact OES for WebEOC accounts & Training:
  - Email: WebEOC@sdcounty.ca.gov
  - Website: https://www.sandiegocounty.gov/oes/WebEOC/

OES Continues to provide support for all organizations and users

New Account-Set Up

- Contact your Power User (or OES)

- When new accounts are created- Juvare sends a "Welcome Email"

- Users have 7 days to create a password before it expires

Welcome to Juvare!

Hi <User's name>,

Your organization uses one or more Juvare solutions and your system administrator created an account for you. You must activate your account to access these solutions.

Activate Account

This link expires in 7 days.

If the Activate Account link has expired, you can log in by resetting your password at:
https://login.juvare.com/signin/forgot-password

Note: If you normally use your organization credentials to log in to Juvare solutions, you do not need to activate this account. Instead, you can log in directly from the Juvare login page, at: https://login.juvare.com
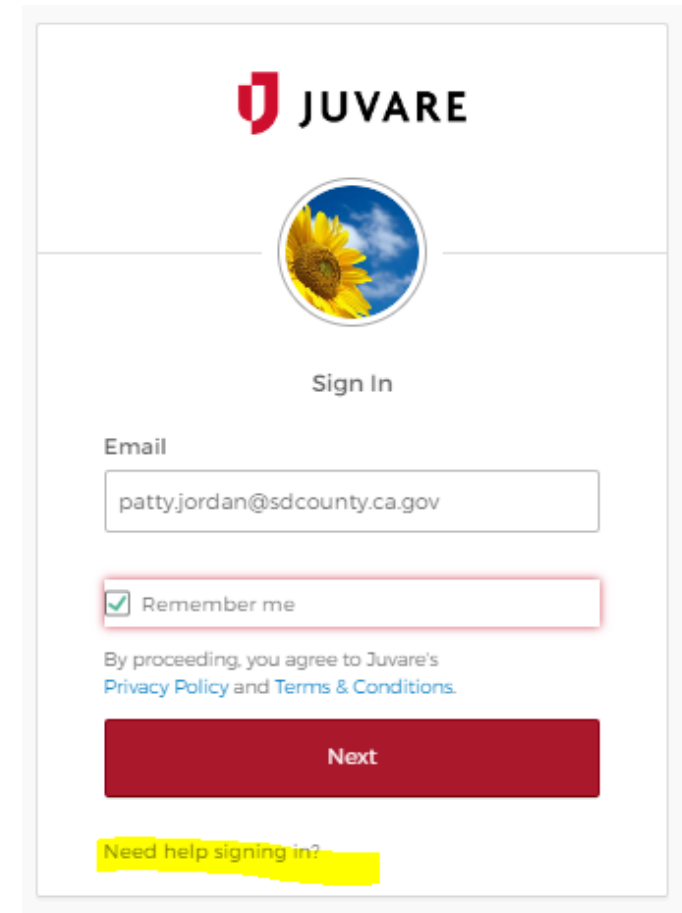
Your username is **<user's email>**

If you experience difficulties accessing your account, send a help request to your system administrator using the link: https://login.juvare.com/help/login

WebEOC- Account Set Up

- If the welcome email expires, use the standard link: https://sancoca7.webeocasp.com/SanCoCA7/

- Select "Need Help Signing In?" link to reset your password

- You can also use this tool if you forget your password

Juvare Login Services- https://login.Juvare.com

- Use profile Settings to:
  - Update personal information
  - Set up Multi-Factor Authentication
  - Reset Passwords
  - Set a security Image

"Three Cool New Boards"

Initial Damage Assessment

- Tracks detailed information on individual and cumulative dollar loss

- Public and private property

- Assists with Federal reimbursements

Jurisdiction Assessments
DEMO

Jurisdiction ▲	Destroyed ⇕	Major ⇕	Minor ⇕	Affected ⇕	Priv Dol
Cobb County	39	43	182	552	$21,
Teton County WY	158	111	89	571	$7,0
	197	154	271	1,123	$7,0

"Three Cool New Boards" (Continued)

Operational Tempo

- Enter important scheduled events

- Receive visual cues as "due time" approaches

- Planning & Intel positions have full rights (everyone else is view only)

"Three Cool New Boards" (Continued)

Sign In/Out

- Replace paper sign-in sheets

- Track who is currently on shift

- Calculate and report hours worked

Requested Action

- Identify/know your Power (Users)

- Work with OES to ensure they are trained

- Support them in exercising WebEOC use for your organization

- Assist them in identifying unmet WebEOC needs

Questions?

Thank You!

AFN Disaster Preparedness Train-the-Trainer Course (T3)

Purpose

To create a network of instructors throughout the County who will disseminate a common message for disaster preparedness.

General Info

Origin

- **Personal Disaster Plan For People Who May Need Assistance**
- **Neighborhood Evacuation Team (NET) Project (2019)**
- **AFN Disaster Preparedness Train-the-Trainer Course**

Courses Planned

- **First held on July 27th**
  - **City EMs, CERT, County Departments**
- **Four more throughout August in preparation for National Preparedness Month (Sept.)**
  - **August 10th, 12th, 24th, & 29th**

Next Steps

- **Continue to build cadre of T3s**
- **Build out future schedule for AFN Disaster Preparedness Training**
- **Get County libraries on board for consistent training**

Multi-jurisdictional Hazard Mitigation Plan Update

August 17, 2023

Planning Process (21 Months)	Hazard Identification (4 Months)	Risk Assessment (6 Months)	Mitigation Strategy (3 Months)
• Participate in kickoff and follow-up meetings.	• Work with contractor to update the existing Hazard Identification and Risk Assessment.	• Identify assets of value to the planning area that are at risk to hazard events.	• Work with the contractor to review goals and objectives.
• Collect data pertaining to hazards, risks, vulnerabilities, and capabilities.	• Determine and rank which hazards present the greatest concern.	• Work with contractor to evaluate impacts to assets for each hazard profiled.	• Identify one mitigation action for each hazard addressed in the risk assessment.
• Facilitate kickoff and follow-up meetings.	• Review list of hazards in the 2023 plan with HMPG and update hazard profiles.	• Assess hazard risks and estimate losses using Hazus/GIS mapping and analysis.	• Provide input on the progress made on 2023 actions.
• Develop and distribute data collection guide.	• Work with HMPG to determine which hazards present the greatest concern.	• Update maps to define changes in hazards, vulnerabilities, exposed critical facilities, and losses.	• Provide input on the implementation strategy for each mitigation action.
	• Distribute public survey to collect feedback on hazards of concern.	• Assess the planning participants' existing mitigation capabilities.	• Review goals and objectives from the 2023 plan with the HMPG.
			• Conduct inventory of mitigation actions implemented since 2023 plan, assessing the progress and status of each.
			• Distribute one public survey to collect feedback on mitigation actions.

Diagram Key

○ County OES

○ Hazard Mitigation Planning Group (HMPG)

○ Contractor

Plan Preparation
(18 Months)

- Work with contractor to provide input on the maintenance and implementation procedures from the 2023 plan.

- Develop updated implementation and maintenance procedures for monitoring and evaluating the 2028 plan.

- Assemble first draft of the updated plan.

Diagram Key

- 🔵 County OES
- 🟡 Hazard Mitigation Planning Group (HMPG)
- 🟢 Contractor

Plan Drafting
(3 Months)

- Submit final draft to Cal OES.

- Review and comment on first draft.

- Review public comments on the second draft prior to incorporation into the final draft.

- Distribute first draft to County OES and the HMPG for review and comment.

- Distribute public survey to collect feedback on the draft plan.

- Complete FEMA Plan Review Tool.

- Deliver final draft to County OES for submission to Cal OES.

Public Outreeach
(15 Months)

- Coordinate all press releases, website postings, and other public outreach efforts.

- Schedule public meeting to inform the planning process.

- Work with County OES to coordinate all press releases, website postings, and other public outreach efforts.

- Attend public meeting to inform the planning process.

- Review public comments prior to incorporation into the final plan.

- Draft proposed text for public notices, press releases, and website postings.

- Facilitate public meeting to inform the planning process.

- Distribute public survey to collect feedback on the draft plan.

Plan Adoption
(6 Months)

- Approve/adopt the plan through the UDC and County of San Diego Board of Supervisors.

- Adopt the plan through respective Governing Bodies.

- Upon local adoption, submit adoption resolution to FEMA in order to be considered fully approved.

- Consult with the HMPG on any required changes to the plan that may arise from Cal OES and FEMA reviews and provide revised drafts.

- Position the planning participants to adopt the plan through their respective Governing Bodies.

- Prepare PowerPoint slides that can be utilized by the planning participants in their presentations to the Governing Bodies for adoption.