

**AGREEMENT BETWEEN THE CITY AND COUNTY OF  
SAN FRANCISCO AND THE COUNTY OF SAN MATEO  
FOR THE DISTRIBUTION OF FY 2013 UASI GRANT FUNDS**

**SECOND AMENDMENT**

THIS AMENDMENT (this "Amendment") is made as of **SEPTEMBER 1, 2014**, in San Francisco, California, by and between the **COUNTY OF SAN MATEO** ("SAN MATEO") and the City and County of San Francisco, a municipal corporation ("City"), in its capacity as fiscal agent for the UASI Approval Authority, acting by and through the San Francisco Department of Emergency Management.

**RECITALS**

WHEREAS, City and SAN MATEO have entered into the Agreement (as defined below); and

WHEREAS, City and SAN MATEO desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, SAN MATEO and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**a. Agreement.** The term "Agreement" shall mean the "Agreement between the City and County of San Francisco and the County of SAN MATEO for the Distribution of FY 2013 UASI Grant Funds" dated **November 1, 2013**, between SAN MATEO and City, as amended by the:

- **First Amendment, dated April 1, 2014.**

**b. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**a. Section 3.2, Maximum Amount of Funds.** Section 3.2 of the Agreement currently reads as follows:

In no event shall the amount of Grant Funds disbursed hereunder exceed **NINE HUNDRED FIFTY-TWO THOUSAND, FIVE HUNDRED TWENTY-TWO DOLLARS (\$952,522)**. The City will not automatically transfer Grant Funds to SAN MATEO upon execution of this Agreement. SAN MATEO must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SAN MATEO.

**Such section is hereby amended in its entirety to read as follows:**

In no event shall the amount of Grant Funds disbursed hereunder exceed **ONE MILLION, ONE HUNDRED TWENTY-SIX THOUSAND, and SIX HUNDRED FIFTY-FOUR DOLLARS (\$1,126,654)**. The City will not automatically transfer Grant Funds to SAN MATEO upon execution of this Agreement. SAN MATEO must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SAN MATEO.

**b. Appendix A, Authorized Expenditures and Timelines.** Appendix A includes project descriptions, deliverables, not to exceed (“NTE”) amounts, and deadlines for deliverables.

**Such Appendix is hereby amended to reflect the following:**

- i) Add equipment funds, in the amount of \$90,000, for Ladder System for Armored Vehicle for Project D; and
- ii) Add equipment funds, in the amount of \$84,132, for Remotec Mark F5-B Bomb Robot Upgrade for Project D.

A revised Appendix A is attached to this Amendment and incorporated by reference as though fully set forth herein. The attached Appendix A supersedes all prior versions of Appendix A.

**c. Appendix B, Grant Assurances.** Appendix B contains the applicable grant assurances. Appendix B is not amended but SAN MATEO is re-signing Appendix B in executing this Amendment, to certify its current compliance with all applicable grant assurances.

**d. Appendix C, Form of Reimbursement Request dated September 1, 2014.** A revised Appendix C is attached to this Amendment and incorporated by reference as though fully set forth herein. The attached Appendix C supersedes all prior versions of Appendix C.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY AND COUNTY OF SAN FRANCISCO:      COUNTY OF SAN MATEO:

SAN FRANCISCO DEPARTMENT OF  
EMERGENCY MANAGEMENT

By:

\_\_\_\_\_  
ANNE KRONENBERG  
EXECUTIVE DIRECTOR

By:

\_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO

Federal Tax ID #: 94-6000532

**Approved as to Form:**

Dennis J. Herrera  
City Attorney

Attest:

By: Clerk of the Board

By:

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Thomas Owen  
Deputy City Attorney

**Appendices:**

Amended Appendix A, Authorized Expenditures and Timelines, dated September 1, 2014  
Amended Appendix B, Grant Assurances, dated September 1, 2014  
Amended Appendix C, Form of Reimbursement Request, dated September 1, 2014