AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO FOR THE DISTRIBUTION OF FY 2014 UASI GRANT FUNDS

FIRST AMENDMENT

THIS AMENDMENT (this "Amendment") is made as of **January 1, 2015**, 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 2014 UASI Grant Funds" dated **November 1, 2014,** between SAN MATEO and City.

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 **SEVEN HUNDRED EIGHTY-SEVEN THOUSAND, TWO HUNDRED NINE DOLLARS ($787,209).** 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 **EIGHT HUNDRED THIRTY-SEVEN THOUSAND, TWO HUNDRED NINE DOLLARS ($837,209).** 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 $50,000, for Mass Notification for Project F.

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 C, Form of Reimbursement Request dated January 1, 2015. 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:

SAN FRANCISCO DEPARTMENT OF EMERGENCY MANAGEMENT

By: ______________________________

ANNE KRONENBERG
EXECUTIVE DIRECTOR

Approved as to Form:
Dennis J. Herrera
City Attorney

By: ______________________________
Thomas Owen
Deputy City Attorney

COUNTY OF SAN MATEO:

By: ______________________________

CAROLE GROOM, PRESIDENT
BOARD OF SUPERVISORS

Federal Tax ID #: 94-6000532

Attest:

By: ______________________________
Clerk of the Board of Supervisors

Appendix A — Authorized Expenditures and Timelines

ENTITY: **SAN MATEO**

Total allocation to be spent on the following solution areas:

UASI Project Letter and Title	Solution Area	Program Description	Projected Milestone Dates (to be completed on or about)	Deliverable Dates	Amount
Project A **Develop Regional Risk Management and Planning**	Planning	Funds for Homeland Security Captain who will direct and coordinate Homeland Security efforts in San Mateo County and the Region. Final deadline for submittal of claims is **01/31/2016**.	Establish Annual Workplan: 30 days from project start date Provide First Quarter Status Report: 120 days from project start date Provide a Mid-Year Status Report: 240 days from project start date Provide an Annual Report on the SMCO UASI Projects: 300 days from project start date	12/31/2015	Not to Exceed: $369,000
Project A **Develop Regional Risk Management and Planning**	Planning	Funds for the West Bay HUB Planner who will do the following: ○ Represent the West Bay at all Bay Area UASI related meetings, trainings, functions, etc. ○ Provide monthly briefings to the West Bay participants, to include overall status update and update on projects specific to or of interest to the West Bay. ○ Coordinate, and facilitate any needs assessment (Digital Sandbox tool, or other similar application) processes for the West Bay. ○ Coordinate, and facilitate any allocation process (this position will coordinate all	Establish Annual Workplan: 30 days from project start date Provide First Quarter Status Report: 120 days from project start date Provide a Mid-Year Status Report: 240 days from project start date Provide an Annual Report on the SMCO UASI Projects: 300 days from project start date	12/31/2015	Not to Exceed: $131,000

UASI Project Letter and Title	Solution Area	Program Description	Projected Milestone Dates (to be completed on or about)	Deliverable Dates	Amount
		aspects working with the West Bay points of contact) for the West Bay. ○ Facilitate the execution of any MOU's with the West Bay jurisdictions. Final deadline for submittal of claims is **01/31/2016**.			
Project B **Enhance Information Analysis and Infrastructure Protection Capabilities**	Equipment	Funds for Automated License Plate Readers (ALPR) Mobile Units. AEL #: 14SW-01-SIDV, 21GN-00-STAX, 21GN-00-SHIP, 21GN-00-INST Final deadline for submittal of claims is **08/31/2015**.	Sole Source: 30 days from project start date Issuance of PO: 60 days from project start date Receive Equipment: 120 days from project start date	6/30/2015	Not to Exceed: $44,000
Project D **Strengthen CBRNE Detection, Response, and Decontamination Capabilities**	Equipment	Funds for Heavy Rescue USAR Vehicle for Central County. AEL #: 03SR-01-ABAG, 03SR-01-SHOR, 03OE-04-KTTL, 03SR-02-MARK, 21GN-00-STAX Final deadline for submittal of claims is **08/31/2015**.	Issuance of PO: 45 days from project start date Receive Equipment: 120 days from project start date	6/30/2015	Not to Exceed: $108,209
Project D **Strengthen CBRNE Detection, Response, and Decontamination Capabilities**	Equipment	Funds for Heavy Rescue USAR Vehicle for South San Francisco Fire Department. AEL #: 03SR-02-TLHN, 03OE-05-ROPH, 03SR-02-MARK, 21GN-00-STAX, 21GN-00-INST Final deadline for submittal of claims is **08/31/2015**.	Issuance of PO: 45 days from project start date Receive Equipment: 120 days from project start date	6/30/2015	Not to Exceed: $25,000

UASI Project Letter and Title	Solution Area	Program Description	Projected Milestone Dates (to be completed on or about)	Deliverable Dates	Amount
Project D **Strengthen CBRNE Detection, Response, and Decontamination Capabilities**	Equipment	Funds for Multi Ray Air Monitors. AEL #: 07RS-01-AFCB, 21GN-00-STAX, 21GN-00-SHIP Final deadline for submittal of claims is **08/31/2015**.	Create Specifications: 30 days from project start date Issuance of PO: 90 days from project start date Receive Equipment: 150 days from project start date	6/30/2015	Not to Exceed: $30,000
Project F **Strengthen Emergency Planning and Citizen Preparedness Capabilities**	Equipment	Funds for San Mateo County Alert and TENS notification systems. AEL #: 13IT-00-ALRT Final deadline for submittal of claims is **01/31/2016**.	Issuance of PO: 45 days from project start date	12/31/2015	Not to Exceed: $60,000
Project F **Strengthen Emergency Planning and Citizen Preparedness Capabilities**	Equipment	Funds for Portable EOC tent/shelter. AEL #: 19SS-00-SHEL Final deadline for submittal of claims is **08/31/2015**.	Issuance of PO: 45 days from project start date Receive Equipment: 90 days from project start date	06/30/2015	Not to Exceed: $20,000
Project F **Strengthen Emergency Planning and Citizen Preparedness Capabilities**	Equipment	Funds for County-Wide Emergency Mass Notification System. AEL# 04AP-09-ALRT Final deadline for submittal of claims is **01/31/2016**.	Contract Award: 90 days from project start date Issuance of PO: 60 days from project start date Receive Equipment: 90 days from project start date Test Equipment: 120 days from project start date	12/31/2015	Not to Exceed: $50,000

UASI Project Letter and Title	Solution Area	Program Description	Projected Milestone Dates (to be completed on or about)	Deliverable Dates	Amount
			System Acceptance: 180 days from project start date Conduct Training: 210 days from project start date Complete Training Cycle: 270 days from project start date		
		TOTAL ALLOCATION			**NOT TO EXCEED: $837,209**

PLANNING

Reimbursement for Planning Requires:

- **Personnel** – Prior to any expenditure for personnel, SAN MATEO must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SAN MATEO must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities.
- **Contracts** – All contracts must be pre-approved by the UASI prior to execution. In addition, SAN MATEO must satisfy the following guidelines:
  - Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit a sole source request to the UASI for submission to the State.
  - The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments.
  - All services must be performed and paid within the grant performance period.
- **Travel** - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices must include all backup documentation, including conference

agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment.

ORGANIZATION

Reimbursement for Organization Requires:

- **Personnel** – Prior to any expenditure for personnel, SAN MATEO must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SAN MATEO must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities.
- **Contracts** – All contracts must be pre-approved by the UASI prior to execution. In addition, SAN MATEO must satisfy the following guidelines:
  - Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit a sole source request to the UASI for submission to the State.
  - The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments.
  - All services must be performed and paid within the grant performance period.
- **Travel** - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment.

EQUIPMENT

Reimbursement for Equipment Requires:

- An approved EHP memo, if applicable.
- A performance bond is required for any equipment item that exceeds $250,000, or for any vehicle, aircraft, or watercraft, regardless of the cost. Failure to obtain and submit a performance bond to the UASI may result in disallowance of cost.
- As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State.
- Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.

- SAN MATEO must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

- **All requests for reimbursements must be submitted by January 31, 2016, unless an earlier deadline is set in this Appendix. SAN MATEO should submit reimbursement requests on a quarterly basis, as applicable.**
- **Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:**
- *FY 2014 Homeland Security Grant Program Funding Opportunity Announcement*, dated March 16, 2014, http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf
- *California Supplement to the Federal Funding Opportunity Announcement*, dated May 2014, available at http://www.calema.ca.gov/EMS-HS-HazMat/Pages/Homeland-Security-Grant-Program-Documents.aspx as *"FY 2014 Homeland Security Grant Program State Supplement."*
- *Authorized Equipment List:* https://www.llis.dhs.gov/sites/default/files/AEL_PDF_Complete.pdf
- *Office of Justice Programs Financial and Administrative Guide for Grants:* http://ojp.gov/financialguide/PDFs/OCFO_2014Financial_Guide.pdf
- *Cal OES Rules and Regulations:* http://www.calema.ca.gov/GrantsMonitoring/Pages/Rules%20and%20Regulations.aspx
- *CalOES 2014 Recipient Handbook:* http://www.calema.ca.gov/PublicSafetyandVictimServices/Documents/Misc Reports/2014 Recipient Handbook.pdf

- ***Any equipment purchased under this Agreement must match the UASI 2014 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from by the Bay Area UASI Program Manager.***

- ***No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.***

- ***Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, ¶¶3.12.***

- ***All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission.***

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

__________, 2015

UASI Management Team
711 Van Ness Avenue, Suite 420
San Francisco, CA 94102

Re: FY 14 UASI Grant Reimbursement Request

Pursuant to Section 3.10 of the "Agreement between the City and County of San Francisco and the County of SAN MATEO for the Distribution of FY 2014 UASI Grant Funds" (the "Agreement"), dated NOVEMBER 1, 2014, and as amended by the First Amendment dated January 1, 2015, between the County of SAN MATEO ("SAN MATEO") and the City and County of San Francisco, SAN MATEO hereby requests reimbursement as follows:

Total Amount of Reimbursement Requested in this Request:	$__________
Maximum Amount of Funds Specified in Section 3.2 of the Agreement:	$__________
Total of All Funds Disbursed Prior to this Request:	$__________

SAN MATEO certifies that:

(a) The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SAN MATEO for Authorized Expenditures, which expenditures are set forth on the attached Schedule 1, to which are attached true and correct copies of all required documentation of such expenditures.

(b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 3.2 of the Agreement, or the not to exceed amounts specified in Appendix A for specific projects and programs.

(c) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SAN MATEO is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SAN MATEO certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SAN MATEO is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SAN MATEO to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.

(d) No Event of Default has occurred and is continuing.

(e) The undersigned is an officer of SAN MATEO authorized to execute this Reimbursement Request on behalf of SAN MATEO.

Signature of Authorized Agent: ______________________________

Printed Name of Authorized Agent: ______________________________

Title: ______________________ Date: ______________________

SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

The following is an itemized list of Authorized Expenditures for which reimbursement is requested:

Project	Payee	Amount	Description	If final claim for project, check box
				☐
				☐
				☐
				☐
				☐

The following are attached as part of this Schedule 1 (Please check items that are applicable):

Planning:

- ☐ Invoice/Payroll Charges
- ☐ Payroll Register
- ☐ Cleared Check Payment
- ☐ Job Description
- ☐ Functional Timesheets
- ☐ Deliverables/Progress Reports

Organization:

- ☐ Invoice/Payroll Charges
- ☐ Payroll Register
- ☐ Cleared Check Payment
- ☐ Job Description
- ☐ Functional Timesheets
- ☐ Deliverables/Progress Reports

Equipment:

- ☐ Invoice
- ☐ Cleared Check Payment
- ☐ Purchase Order
- ☐ Packing Slip
- ☐ EHP Approval
- ☐ EOC Approval
- ☐ Watercraft or Aviation
- ☐ Sole Source
- ☐ Performance Bond
- ☐ Equipment Ledger (Please submit electronic copy to Grants Specialist)

Training:

- ☐ Invoice
- ☐ Cleared Check Payment
- ☐ Training Feedback Number
- ☐ EHP Approval
- ☐ Certificates/Proof of Participation
- ☐ Sign In Sheet
- ☐ Agenda

Exercise:

- ☐ Invoice
- ☐ Cleared Check Payment
- ☐ After Action Report
- ☐ EHP Approval
- ☐ Overtime Authorization

For inquiries/questions, please contact:

_______________________________ Phone #: __________________ Email: ________________

Print Name