

**AGREEMENT BETWEEN THE CITY AND COUNTY OF  
SAN FRANCISCO AND THE COUNTY OF MONTEREY  
FOR THE DISTRIBUTION OF FY 2018 UASI GRANT FUNDS**

**FIRST AMENDMENT**

THIS AMENDMENT (this "Amendment") is made as of **FEBRUARY 1, 2019**, in San Francisco, California, by and between the **COUNTY OF MONTEREY** ("MONTEREY") 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 MONTEREY have entered into the Agreement (as defined below); and

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

NOW, THEREFORE, MONTEREY 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 MONTEREY for the Distribution of FY 2018 UASI Grant Funds" dated **November 1, 2018**, between MONTEREY 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 3.1, Duration of Term.** Section 3.1 of the Agreement currently reads as follows:

The term of this Agreement shall commence on **NOVEMBER 1, 2018** and shall end at 11:59 p.m. San Francisco time on **FEBRUARY 28, 2020**.

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

The term of this Agreement shall commence on **NOVEMBER 1, 2018** and shall end at 11:59 p.m. San Francisco time on **JUNE 30, 2020**.

**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) Extend the Organization deliverable date to 6/30/20 for Community Resiliency Planner for Project 7.

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.

**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 MONTEREY:

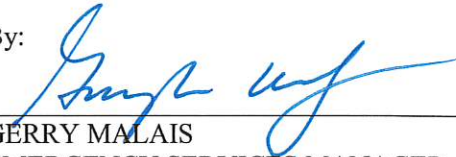
SAN FRANCISCO DEPARTMENT OF  
EMERGENCY MANAGEMENT

By:



MARY ELLEN CARROLL  
EXECUTIVE DIRECTOR

By:



GERRY MALAIS  
EMERGENCY SERVICES MANAGER

Federal Tax ID #: 94-6000524

**Approved as to Form:**

Dennis J. Herrera  
City Attorney

By:



Matthew Lee  
Deputy City Attorney

Appendix:

Amended Appendix A, Authorized Expenditures and Timelines, dated February 1, 2019

**Appendix A — Authorized Expenditures and Timelines**

ENTITY: **MONTEREY**

Total allocation to be spent on the following solution areas:

<b>IJ Number and Title</b>	<b>Program Description</b>	<b>Due Dates</b>	<b>Solution Areas</b>	<b>Amount</b>
<b>Project Title: Community Resiliency Planner</b>				
<b>IJ-7: Enhance Community Resilience</b>	Funds for Community Resiliency Planner position to address resource planning, key infrastructure as it relates to law enforcement protection and anti-terrorism with an emphasis on community outreach (fairs).	Project Completion date: 6/30/2020  Claim Submission due within 30 days of Project Completion	<b>Organization</b>	PROJECT NOT TO EXCEED <b>\$90,000</b>
<b>Project Title: Robot</b>				
<b>IJ-9: Enhance Multi-Jurisdictional All Hazards Incident Planning, Response &amp; Recovery Capabilities</b>	Funds to purchase upgraded robot for the Monterey County Sheriff SWAT Team to enhance its ability to respond to CBRNE and other possible terrorist events.	Project Completion date: 12/31/2019  Claim Submission due within 30 days of Project Completion	<b>Equipment</b>  <b>AEL# 03OE-07-ROBT</b>	PROJECT NOT TO EXCEED <b>\$31,272</b>
		<b>TOTAL ALLOCATION</b>		<b>TOTAL NOT TO EXCEED: \$121,272</b>

## **ORGANIZATION**

### *Reimbursement for Organization Requires:*

- **Personnel** – Prior to any expenditure for personnel, MONTEREY 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, MONTEREY 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, MONTEREY 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, MONTEREY 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 August 2017) 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, MONTEREY must transmit the request to the UASI for request to the State.
- Prior to reimbursement, MONTEREY must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.
- MONTEREY 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 within 30 days of project completion, unless an earlier deadline is set in this Appendix. MONTEREY 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 2018 Homeland Security Grant Program Notice of Funding Opportunity*: [https://www.fema.gov/media-library-data/1526578809767-7f08f471f36d22b2c0d8afb848048c96/FY\\_2018\\_HSGP\\_NOFO\\_FINAL\\_508.pdf](https://www.fema.gov/media-library-data/1526578809767-7f08f471f36d22b2c0d8afb848048c96/FY_2018_HSGP_NOFO_FINAL_508.pdf)
- *California Supplement to the Federal Funding Opportunity Announcement*, dated September 2018, available at <http://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202018%20HSGP%20State%20Guidance.pdf> as "FY 2018 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity."
- *Authorized Equipment List*: <http://www.fema.gov/authorized-equipment-list>
- *Cal OES Rules and Regulations, including the Recipient Handbook*: <http://www.caloes.ca.gov/GrantsManagementSite/Documents/2018%20Subrecipient%20Handbook.pdf>
- **Any equipment purchased under this Agreement must match the UASI 2017 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.**