

**AGREEMENT BETWEEN THE CITY AND COUNTY OF
SAN FRANCISCO AND THE CITY OF SAN JOSE
FOR THE DISTRIBUTION OF FY 2016 UASI GRANT FUNDS**

FIRST AMENDMENT

THIS AMENDMENT (this “Amendment”) is made as of **November 1, 2017**, in San Francisco, California, by and between the **CITY OF SAN JOSE** (“SAN JOSE”) 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 JOSE have entered into the Agreement (as defined below); and

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

NOW, THEREFORE, SAN JOSE 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 City of SAN JOSE for the Distribution of FY 2016 UASI Grant Funds” dated **November 1, 2016**, between SAN JOSE and City, and as amended by the:

- **Modification Notice #1, dated May 1, 2017.**

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, 2016** and shall end at 11:59 p.m. San Francisco time on **FEBRUARY 28, 2018**.

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

The term of this Agreement shall commence on **NOVEMBER 1, 2016** and shall end at 11:59 p.m. San Francisco time on **JULY 31, 2018**.

b. 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 **ONE MILLION, FOUR HUNDRED THREE THOUSAND, FOUR HUNDRED SIXTEEN DOLLARS (\$1,403,416)**. The City will not automatically transfer Grant Funds to SAN JOSE upon execution of this Agreement. SAN JOSE 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 JOSE.

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, FIVE HUNDRED NINETY-NINE THOUSAND, SIX HUNDRED FORTY-ONE DOLLARS (\$1,599,641)**. The City will not automatically transfer Grant Funds to SAN JOSE upon execution of this Agreement. SAN JOSE 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 JOSE.

c. 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 \$196,225, for AreaRae Pro Wireless Transportable Area Monitors for Project C; and
- ii) Extend the equipment deliverable date to May 31, 2018, for Dispatch Consoles for Project B.

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.

d. Appendix C, Form of Reimbursement Request dated November 1, 2017. 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 JOSE:

SAN FRANCISCO DEPARTMENT OF
EMERGENCY MANAGEMENT

By:

By:

ANNE KRONENBERG
EXECUTIVE DIRECTOR

JULIE EDMONDS-MARES
DEPUTY CITY MANAGER

Federal Tax ID #: 94-6000419

Approved as to Form:
Dennis J. Herrera
City Attorney

Approved as to Form:
Richard Doyle
City Attorney

By: _____
Matthew S. Lee
Deputy City Attorney

By: _____
Carl B. Mitchell
Senior Deputy City Attorney

Appendix:
Amended Appendix A, Authorized Expenditures and Timelines, dated November 1, 2017
Amended Appendix C, Form of Reimbursement Request, dated November 1, 2017

Appendix A — Authorized Expenditures and Timelines

ENTITY: **SAN JOSE**

SJFD

Total allocation to be spent on the following solution areas:

<u>UASI Project Letter and Title</u>	<u>Program Description</u>	<u>Projected Milestone Dates (to be completed on or about)</u>	<u>Deliverable Dates</u>	<u>Solution Area and Budget</u>	<u>Amount</u>
<i>Project Title: Mass Care Departmental Operations Center – San Jose Office of Emergency Services</i>					
Project C Infrastructure Protection	Funds for Mass Care Departmental Operation Center resources.	Obtain Quotes: 03/31/2017 Bids Issue, as appropriate: 07/31/2017 Bids Awarded/PO Issued as appropriate: 10/01/2017 Receive Equipment/Supplies: 11/15/2017	Project Completion date: 12/31/2017 Final deadline for Claim Submittal: 01/31/2018	<u>Equipment</u> Not to Exceed: \$52,140 AEL#s: 03OE-04-EXAC 04AP-03-GISD 04HW-01-INHW 06CC-03-SATP 06CP-01-PORT 10BC-00-BATT 21GN-00-OCEQ	PROJECT NOT TO EXCEED \$52,140
<i>Project Title: Fourier-Transform Infrared Spectroscopy</i>					
Project C Infrastructure Protection	Funds to purchase Fourier-Transform Infrared Spectroscopy (FTIR).	Obtain Quotes: 02/01/2017 Issuance of PO: 04/01/2017 Receive Equipment: 06/01/2017 Test Equipment: 08/01/2017	Project Completion date: 12/31/2017 Final deadline for Claim Submittal: 01/31/2018	<u>Equipment</u> Not to Exceed: \$137,910 AEL#: 07CD-01-FTIR	PROJECT NOT TO EXCEED \$137,910

		Conduct Training: 09/01/2017 Deploy Equipment: 10/01/2017			
Project Title: Raman Spectroscopy Detector					
Project C Infrastructure Protection	Funds to purchase Raman Spectroscopy Detector.	Obtain Quotes: 02/01/2017 Issuance of PO: 04/01/2017 Receive Equipment: 06/01/2017 Test Equipment: 08/01/2017 Conduct Training: 09/01/2017 Deploy Equipment: 10/01/2017	Project Completion date: 12/31/2017 Final deadline for Claim Submittal: 01/31/2018	<u>Equipment</u> Not to Exceed: \$24,684 AEL# 07CD-01-DPRS	PROJECT NOT TO EXCEED \$24,984
Project Title: AreaRae Pro Wireless Transportable Area Monitors					
Project C Infrastructure Protection	Funds to purchase AreaRae Pro Wireless Monitors.	Obtain Quotes- 12/15/17 Contract Award-02/01/18 Receive Equipment-02/25/18 Conduct Training-03/05/18	Project Completion date: 03/31/2018 Final deadline for Claim Submittal: 04/30/2018	<u>Equipment</u> Not to Exceed: \$196,225 AEL# 07CD-01-DPMG	PROJECT NOT TO EXCEED \$196,225

Project Title: Planning Staff – San Jose Office of Emergency Services					
Project D Enhance Community Resilience	Funds for full-/part-time Emergency Service Planning Staff to support the planning for mass care & related emergency & continuity operations for San José.	Hire, Train and/or Orient OES grant-funded Staff: 01/31/2017 Research/Coord. With City Depts., Partners, etc.:05/31/2017 Draft Plans/Policies/Frameworks: 08/15/2017 Completion of Draft Documents Review: 10/01/2017 Plans Finalize: 12/31/2017	Project Completion date: 12/31/2017 Final deadline for Claim Submittal: 01/31/2018	<u>Planning</u> Not to Exceed: \$350,000	PROJECT NOT TO EXCEED \$350,000
		TOTAL SAN JOSE FIRE DEPARTMENT ALLOCATION			SJFD NOT TO EXCEED: <u>\$761,259</u>

SJPD

Total allocation to be spent on the following solution areas:

<u>UASI Project Letter and Title</u>	<u>Program Description</u>	<u>Projected Milestone Dates (to be completed on or about)</u>	<u>Deliverable Dates</u>	<u>Solution Area and Budget</u>	<u>Amount</u>
Project Title: Interoperability Manager					
Project B Strengthen Communication Capabilities	Interoperability Manager will oversee numerous interoperability projects involving all levels of government	Create a Work Plan: 11/30/2016 Provide Draft of Action Plan: 11/30/2016 Finalize Action Plan: 12/30/2016 Facilitate Meetings: 10/31/2017	Project Completion date: 10/31/2017 Final deadline for Claim Submittal: 11/30/2017	<u>Planning</u> Not to Exceed: \$75,000	PROJECT NOT TO EXCEED \$75,000

	to ensure complementary efforts across projects and leveraging of funding streams to promote the interoperable communication needs of the south bay.				
Project Title: Dispatch Consoles					
Project B Strengthen Communication Capabilities	Funds for Dispatch Consoles.	Obtain Quotes: 07/14/2017 Issuance of PO: 08/15/2017 Receive Equipment: 09/22/2017	Project Completion date: 05/31/2018 Final deadline for Claim Submittal: 06/30/2018	Equipment Not to Exceed: \$575,000 AEL#: 06CP-03-MWAV	PROJECT NOT TO EXCEED \$575,000
Project Title: Bomb Robot Upgrades					
Project C Infrastructure Protection	Funds to enhance and upgrade Bomb Robots.	Obtain Quotes: 12/02/2016 Contract Award: 12/16/2016 Issuance of PO: 01/20/2017 Receive Equipment: 04/21/2017 Deploy Equipment: 06/09/2017 Conduct Training: 07/07/2017	Project Completion date: 07/28/2017 Final deadline for Claim Submittal: 08/31/2017	<u>Equipment</u> Not to Exceed: \$188,382 AEL#: 02EX-02-RBTL	PROJECT NOT TO EXCEED \$188,382

		TOTAL SAN JOSE POLICE DEPARTMENT ALLOCATION			SJPD NOT TO EXCEED: <u>\$838,382</u>
		TOTAL SAN JOSE ALLOCATION			TOTAL NOT TO EXCEED: <u>\$1,599,641</u>

PLANNING

Reimbursement for Planning Requires:

- **Personnel** – Prior to any expenditure for personnel, SAN JOSE 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 JOSE 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 JOSE 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 JOSE 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 JOSE must transmit the request to the UASI for request to the State.
 - Prior to reimbursement, SAN JOSE must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.
 - SAN JOSE 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.
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- **All requests for reimbursements must be submitted by April 30, 2018, unless an earlier deadline is set in this Appendix. SAN JOSE 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 2016 Homeland Security Grant Program Notice of Funding Opportunity:* http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf
 - *California Supplement to the Federal Funding Opportunity Announcement*, dated July 2016, available at <http://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202016%20HSGP%20State%20Guidance.pdf> as “FY 2016 Homeland Security Grant Program California State Supplement to the Federal Notice of Funding Opportunity.”
 - *Authorized Equipment List:* <https://www.fema.gov/authorized-equipment-list>
 - *Cal OES Rules and Regulations, including the Recipient Handbook:* <http://www.caloes.ca.gov/GrantsManagementSite/Documents/2014%20Recipient%20Handbook.pdf>
 - **Any equipment purchased under this Agreement must match the UASI 2016 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

_____, 2017

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

Re: FY 16 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 JOSE for the Distribution of FY 2016 UASI Grant Funds" (the "Agreement"), dated NOVEMBER 1, 2016, and as amended by the First Amendment dated November 1, 2017, between the City of SAN JOSE ("SAN JOSE") and the City and County of San Francisco, SAN JOSE 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 JOSE certifies that:

- (a) The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SAN JOSE 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 JOSE is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SAN JOSE 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 JOSE is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SAN JOSE 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 JOSE authorized to execute this Reimbursement Request on behalf of SAN JOSE.

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
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

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