

**AGREEMENT BETWEEN THE CITY AND COUNTY OF
SAN FRANCISCO AND THE COUNTY OF SONOMA
FOR THE DISTRIBUTION OF FY 2024 UASI GRANT FUNDS**

FIRST AMENDMENT

THIS AMENDMENT (this “Amendment”) is made as of **APRIL 1, 2026**, in San Francisco, California, by and between the **COUNTY OF SONOMA** (“Subrecipient”) 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 SUBRECIPIENT have entered into the Agreement (as defined below); and

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

NOW, THEREFORE, SUBRECIPIENT 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 SUBRECIPIENT for the Distribution of FY 2024 UASI Grant Funds” dated **November 1, 2024**, between SUBRECIPIENT and City. as amended by:

- First Amendment, dated April 1, 2026.

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] of the Agreement currently reads as follows:

Section 3.1 Duration of Term. The term of this Agreement shall commence on **NOVEMBER 1, 2024** and shall end at 11:59 p.m. San Francisco time on **DECEMBER 31, 2025**.

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

Duration of Term. The term of this Agreement shall commence on **NOVEMBER 1, 2024** and shall end at 11:59 p.m. San Francisco time on **DECEMBER 31, 2026**.

b. Section 3.2 Maximum Amount of Funds. 3.2 of the Agreement currently reads as follows:

In no event shall the amount of Grant Funds disbursed hereunder exceed THIRTY EIGHT THOUSAND DOLLARS, \$38,000. The City will not automatically transfer Grant Funds to

SUBRECIPIENT upon execution of this Agreement. SUBRECIPIENT 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 SUBRECIPIENT.

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

In no event shall the amount of Grant Funds disbursed hereunder exceed NINETY EIGHT THOUSAND DOLLARS, \$98,000. The City will not automatically transfer Grant Funds to SUBRECIPIENT upon execution of this Agreement. SUBRECIPIENT 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 SUBRECIPIENT.

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:

Add: Equipment project for the purchase of Barrier(s) in the amount of \$60,000 with a project completion date of 12/31/2026.

A revised Appendix A-1 is attached to this Amendment and incorporated by reference as though fully set forth herein. The attached Appendix A-1 supersedes all prior versions of Appendix A.

d. Appendix C, Form of Reimbursement Request Appendix C is the reimbursement request form with schedule 1

Such Appendix is hereby amended to reflect the following:

- i) Schedule 1 to request for reimbursement is revised to reflect reimbursement checklist.

A revised Appendix C-1 is attached to this Amendment and incorporated by reference as though fully set forth herein. The attached Appendix C-1 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 SONOMA**

SAN FRANCISCO DEPARTMENT OF
EMERGENCY MANAGEMENT

By:

By:

MIKYUNG KIM-MOLINA
GENERAL MANAGER, BAY AREA UASI
ON BEHALF OF
MARY ELLEN CARROLL
EXECUTIVE DIRECTOR, SAN FRANCISCO
DEPARTMENT OF EMERGENCY
MANAGEMENT

JEFF DUVALL
DIRECTOR, COUNTY OF SONOMA, DEPARTMENT
OF EMERGENCY MANAGEMENT

Federal Tax ID #: 94-6000539

Approved as to Form:

David Chiu
City Attorney

By: _____
PAULA LEE
DEPUTY CITY ATTORNEY

Appendix:

Amended Appendix A-1, Authorized Expenditures and Timelines, dated April 1, 2026
Amended Appendix C-1 - Form of Reimbursement Request, dated April 1, 2026

Appendix A#1 — Authorized Expenditures and Timelines

ENTITY: **COUNTY OF SONOMA**

Total allocation to be spent on the following solution areas:

<u>Webgrants Grants Number</u>	<u>Program Description</u>	<u>Due Dates</u>	<u>Solution Areas</u>	<u>Amount</u>
<i>[Project Title]</i>				
25140	Funds to replace/upgrade one of three Communications Service Monitors used for performance testing and troubleshooting of public-safety communication systems.	Project Completion date: 12/31/2025	EQUIPMENT	PROJECT NOT TO EXCEED \$38,000
TBD	Funds to purchase barriers for public safety purposes.	Project Completion date: 12/31/26	EQUIPMENT	PROJECT NOT TO EXCEED \$60,000
		TOTAL ALLOCATION		TOTAL NOT TO EXCEED: <u>\$98,000</u>

PLANNING

Reimbursement for Planning Requires:

- **Personnel** – Prior to any expenditure for personnel, SUBRECIPIENT 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, SUBRECIPIENT 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, SUBRECIPIENT 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, including when competitive solicitations result in only one bid for contract more than \$250,000, SUBRECIPIENT must transmit a sole source request to the UASI for submission to the State and approval must be obtained from the State prior to making the purchase. Please note that sole source requirements from the State may be stricter than your local sole source policy.
 - 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.

ORGANIZATION

Reimbursement for Organization Requires:

- **Personnel** – Prior to any expenditure for personnel, SUBRECIPIENT 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, SUBRECIPIENT 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, SUBRECIPIENT must satisfy the following guidelines:
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 - 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, including when competitive solicitations result in only one bid for contract more than \$250,000, SUBRECIPIENT must transmit the request to the UASI for request to the State and approval must be obtained by the State prior to making the purchase. Please note that sole source requirements from the State may be stricter than your local sole source policy.
- Prior to reimbursement, SUBRECIPIENT must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.
- SUBRECIPIENT 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.

TRAINING

Reimbursement for Training Requires:

- An approved EHP memo, if applicable.
- An approved tracking number from CSTI
- Training course expenses may include backfill/overtime, travel, tuition, per diem or other grant eligible expenses. Grant eligible training expenses are published in the FY 2024 Homeland Security Grant Program Guidance.
- As allowable under Federal guidelines, procurement of training 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, including when competitive solicitations result in only one bid- regardless of the contract amount, SUBRECIPIENT must transmit the request to the UASI for request to the State and approval must be obtained by the State prior to making the purchase.. Please note that sole source requirements from the State may be stricter than your local sole source policy.

- When seeking reimbursement for grant eligible training expenses, SUBRECIPIENT must submit completed ledger page indicating course title, feedback number from the State, sub category (e.g., OT, BF, Course Development).
- Provide registration receipts and agendas.
- Provide copies of sign in sheets (must have supervisor's signature).

EXERCISE

Reimbursement for Exercise Requires:

- An approved EHP memo, if applicable.
- An approved Food and Beverage Request from the State, if applicable.
- Exercise expenses may include backfill/overtime, travel, exercise planning, or other ancillary expenses needed to successfully complete the exercise. Eligible exercise expenses are published in the FY 2024 Homeland Security Grant Program Guidance.
- An After Action Report (AAR) must be completed within 90 calendar days of the exercise. SUBRECIPIENT must submit a copy of the AAR report and proof of transmittal to the HSEEP web portal with the final request for reimbursement. SUBRECIPIENT must submit a public-facing Executive Summary of the AAR to the UASI
- Documentation of exercise participants, such as a sign-in sheet with participant contact information.
- As allowable under Federal guidelines, procurement of exercise 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, including when competitive solicitations result in only one bid for contract more than \$250,000, SUBRECIPIENT must transmit the request to the UASI for request to the State and approval must be obtained by the State prior to making the purchase. Please note that sole source requirements from the State may be stricter than your local sole source policy

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- All requests for reimbursements must be submitted within 30 days of project completion unless an earlier deadline is set in this Appendix. SUBRECIPIENT 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 2024 Homeland Security Grant Program Notice of Funding Opportunity: [The U. S. Department of Homeland Security \(DHS\) Notice of Funding Opportunity \(NOFO\) Fiscal Year 2024 Nonprofit Security Grant Program | FEMA.gov](#)*
 - *California Supplement to the Federal Funding Opportunity Announcement, dated October 2024, available at <https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY2023-HSGP-State-Supplement.pdf> as "FY 2024 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: https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/2024_Subrecipient_Handbook.pdf*
- *Any equipment purchased under this Agreement must match the UASI 2024 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-1 -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

Date: _____

UASI Management Team
1663 Mission Street Suite #320
San Francisco, CA 94103

Re: FY 24 UASI Grant Reimbursement Request

Pursuant to Section 1.6 of the "Agreement between the Bay Area UASI and the COUNTY OF SONOMA for the Distribution of FY 2024 UASI Grant Funds" (the "Agreement"), dated NOVEMBER 1, 2024, between the City and County of San Francisco ("SUBRECIPIENT") and the Bay Area UASI (BA UASI), SUBRECIPIENT hereby requests reimbursement as follows:

Total Amount of
Reimbursement
Requested in this
Request: \$ _____

Maximum Amount of
Funds Specified in
Section 1.2 of the
Agreement: \$ _____

Total of All Funds
Disbursed Prior to this
Request: \$ _____

SUBRECIPIENT certifies that:

- The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SUBRECIPIENT 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 1.2 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 SUBRECIPIENT is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SUBRECIPIENT 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. SUBRECIPIENT is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SUBRECIPIENT 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 SUBRECIPIENT authorized to execute this Reimbursement Request on behalf of SUBRECIPIENT.

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
- ☐ SAM- Date Stamped Exclusion Report
- ☐ Noncompetitive Procurement Authorization (NCPA)

Training:

- ☐ Invoice
- ☐ Cleared Check Payment
- ☐ Training Feedback Number
- ☐ EHP Approval
- ☐ Certificates/Proof of Participation
- ☐ Sign In Sheet
- ☐ Agenda
- ☐ SAM- Date Stamped Exclusion Report
- ☐ Noncompetitive Procurement Authorization (NCPA) (For all Sole source/Competitive Bid with single bidder.)

Organization:

- ☐ Invoice/Payroll Charges
- ☐ Payroll Register
- ☐ Cleared Check Payment
- ☐ Job Description
- ☐ Functional Timesheets
- ☐ Deliverables/Progress Reports
- ☐ SAM- Date Stamped Exclusion Report
- ☐ Noncompetitive Procurement Authorization (NCPA)

Exercise:

- ☐ Invoice
- ☐ Cleared Check Payment
- ☐ After Action Report
- ☐ EHP Approval
- ☐ Overtime Authorization
- ☐ SAM- Date Stamped Exclusion Report
- ☐ Noncompetitive Procurement Authorization (NCPA) (For all Sole Source/competitive bid with single bidder with contract amount of \$250,000 or more)

Equipment:

- ☐ Invoice
- ☐ Cleared Check Payment
- ☐ Purchase Order
- ☐ Packing Slip
- ☐ EHP Approval
- ☐ EOC Approval
- ☐ Watercraft or Aviation
- ☐ Performance Bond
- ☐ Equipment Ledger (Please submit electronic copy to Grants Specialist)
- ☐ SAM- Date Stamped Exclusion Report
- ☐ Noncompetitive Procurement Authorization (NCPA) (For Sole Source/competitive bid with single bidder with contract amount of \$250,000 or more)

For inquiries/questions, please contact:

Print Name

Phone #: _____ Email: _____