



Alameda County Fire Department

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WILLIAM L. McDONALD
Fire Chief

AGENDA ____ May 18, 2021

SERVING:

City of Dublin

City of Emeryville

City of Newark

City of San Leandro

City of Union City

Lawrence Berkeley
National Laboratory

Lawrence Livermore
National Laboratory

Unincorporated Areas
of Alameda County

Alameda County
Regional Emergency
Communications Center
"Accredited Center
of Excellence"

May 3, 2021

The Honorable Board of Directors
County Administration Building
1221 Oak Street
Oakland, California 94612

SUBJECT: APPROVE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND ALAMEDA COUNTY FIRE DEPARTMENT FOR DISTRIBUTION OF URBAN AREA SECURITY INITIATIVE GRANT FUNDS

Dear Directors:

RECOMMENDATION:

- A. Approve First Amendment to the Agreement between the City and County of San Francisco and Alameda County Fire Department to accept the Urban Area Security Initiative Grant Funds, amending scope of authorized expenditures and extending the term by six months, from 06/09/20-12/31/20 to 06/09/20-06/30/21, with no change to the total amount of the grant of \$138,560; and
- B. Authorize the Fire Chief to execute the First Amendment to the Agreement, subject to review and approval as to form by County Counsel and submit an executed copy of the Amendment to the Clerk of the Board for filing.

SUMMARY/DISCUSSION:

In June 2020, the Board approved an Agreement between the Alameda County Fire Department (ACFD) and the City and County of San Francisco to accept and distribute the Urban Area Security Initiatives (UASI) funds in an amount not to exceed \$138,560. Initially, the funds were intended to be used for the purchase of the decontamination

The Honorable Board of Directors
May 3, 2021
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trailer and associated supplies, consistent with the UASI initiative of enhancing multi-jurisdictional all hazards incident planning, response, and recovery capabilities.

Following the initial approval of the Agreement, ACFD and UASI teams decided to amend the scope of authorized expenditures and re-direct the funds for the purchase of personal ballistic protection equipment, consistent with UASI initiative IJ-9: Enhance Multi-jurisdictional All Hazard Incident Planning, Response, and Recovery Capabilities. Additionally, ACFD and UASI agreed to extend the term of the Agreement by six months, from 06/09/20-12/31/20 to 06/06/20-06/30/21.

Staff recommends that the Board approve the proposed First Amendment to the Agreement between the ACFD and UASI to accept the UASI grant funds, amending the scope of authorized expenditures and extending the term by six months, from 06/09/20-12/31/20 to 06/09/20-06/30/21, with no change to the total amount of the grant of \$138,560.

FINANCING:

Funding for the Agreement will be provided by UASI, with no impact to County General Fund or ACFD budget.

VISION 2026:

Approval of the Agreement between the ACFD and the City and County of San Francisco would meet the 10x goal pathway of **Accessible Infrastructure** in support of our shared vision of **Safe and Livable Communities** and **Thriving and Resilient Population**.

Sincerely, _



William L. McDonald
Fire Chief

**AGREEMENT BETWEEN THE CITY AND COUNTY OF
SAN FRANCISCO AND THE ALAMEDA COUNTY FIRE DEPARTMENT
FOR THE DISTRIBUTION OF FY 2019 UASI GRANT FUNDS**

FIRST AMENDMENT

THIS AMENDMENT (this “Amendment”) is made as of **May 18, 2021**, in San Francisco, California, by and between the **ALAMEDA COUNTY FIRE DEPARTMENT** (“ACFD”) 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 ACFD have entered into the Agreement (as defined below); and

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

NOW, THEREFORE, ACFD 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 ACFD for the Distribution of FY 2019 UASI Grant Funds” dated **June 9, 2020**, between ACFD 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 Terms. Section 3.1 of the Agreement currently reads as follows:

The term of this Agreement shall commence on **JUNE 9, 2020** and shall end at 11:59 p.m. San Francisco time on **DECEMBER 31, 2020**.

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

The term of this Agreement shall commence on **JUNE 9, 2020** and shall end at 11:59 p.m. San Francisco time on **JUNE 30, 2021**.

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) Eliminate the equipment funds, in the amount of \$138,560 for Decontamination Trailer for Project 9; and,
- ii) Add the equipment funds, in the amount of \$138,560 for Personal Ballistic Protection Equipment for Project 9.

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:

ALAMEDA COUNTY FIRE DEPARTMENT:

SAN FRANCISCO DEPARTMENT OF
EMERGENCY MANAGEMENT

By:

By:

MARY ELLEN CARROLL
EXECUTIVE DIRECTOR

WILLIAM L. McDONALD
FIRE CHIEF

Federal Tax ID #: 94-3175000

Approved as to Form:

Approved as to Form:

Dennis J. Herrera
City Attorney

Donna Ziegler
County Counsel

By: _____
Jana Clark
Deputy City Attorney

By: _____
DocuSigned by:
Heather Littlejohn
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Heather Littlejohn
Deputy County Counsel

Appendix:
Amended Appendix A, Authorized Expenditures and Timelines, dated July 1, 2020

Appendix A — Authorized Expenditures and Timelines

ENTITY: **ACFD**

Total allocation to be spent on the following solution areas:

<i>Project Title: Personal Ballistic Protection Equipment</i>				
IJ-9: Enhance Multi-Jurisdictional All Hazards Incident Planning, Response, & Recovery Capabilities	Funds to purchase standardized personal ballistic protection equipment.	Project Completion date: 6/30/2021	Equipment: AEL # 01LE-01-ARMR 01LE-01-HLMT 01LE-01-SHLD 01LE-02-BOOT 01LE-02-PREP	PROJECT NOT TO EXCEED \$138,560
		TOTAL ALLOCATION		TOTAL NOT TO EXCEED: <u>\$138,560</u>

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, ACFD must transmit the request to the UASI for request to the State.
- Prior to reimbursement, ACFD must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.
- ACFD 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 within 30 days of project completion, unless an earlier deadline is set in this Appendix. ACFD 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 2019 Homeland Security Grant Program Notice of Funding Opportunity: https://www.fema.gov/media-library-data/1555008381091-144e7470ec5e1958d6ad5e103c0825ad/FY_2019_HSGP_NOFO_FINAL_508.pdf
 - California Supplement to the Federal Funding Opportunity Announcement, dated September 2019, available at <https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202019%20HSGP%20State%20Guidance.pdf> as “FY 2019 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 2018 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.**