

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **April 30, 2010** in San Francisco, California, by and between the **County of San Mateo** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

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

NOW, THEREFORE, Contractor 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 dated **July 1, 2009**, between Contractor 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 2, Term of the Agreement. Section 2 currently reads as follows:

Subject to Section 1, the term of this Agreement shall be from **July 1, 2009** to **June 30, 2010**.

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

Subject to Section 1, the term of this Agreement shall be from **July 1, 2009** to **September 30, 2010**.

b. Section 5, Compensation. Section 5 currently reads as follows:

The breakdown of costs and the invoicing schedule associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall the amount of this Agreement exceed **TWO MILLION, TWO HUNDRED FIFTY THREE THOUSAND, FOUR HUNDRED FIFTY SIX DOLLARS (\$2,253,456)**. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the UASI Management Team and the Department as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

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

The breakdown of costs and the invoicing schedule associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall the amount of this Agreement exceed **TWO MILLION, TWO HUNDRED SEVENTY THREE THOUSAND, SEVEN HUNDRED FIFTY SEVEN DOLLARS (\$2,273,757)**. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the UASI Management Team and the Department as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

c. Appendix B, Calculation of Charges. Appendix B is hereby replaced in its entirety. A revised Appendix B is attached to this Amendment and is incorporated by reference as though fully set forth herein. The attached Appendix B supersedes all prior versions of Appendix B.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **April 30, 2010**.

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, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

County of San Mateo

**Vicki Hennessy
Executive Director
Department of Emergency Management**

**Richard S. Gordon
President, Board of Supervisors**

City vendor number: **20775-04**

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Katharine Hobin Porter
Deputy City Attorney

Approved:

Naomi Kelly
Director of the Office of Contract Administration,
and
Purchaser

Appendices:
Amended Appendix B, dated April 30, 2010

Appendix B

Calculation of Charges

City shall reimburse Contractor for the following costs incurred under this Agreement. City shall pay only the amount actually incurred by Contractor:

A. Personnel and Associated Costs

1. Personnel from Other Jurisdictions

Contractor shall reimburse the following jurisdictions for the salary and benefits of personnel assigned to the NCRIC:

- City of Oakland,
- City of Palo Alto,
- City of San Jose,
- County of Alameda,
- County of Contra Costa, and
- County of Santa Clara.

Reimbursement shall be for the purposes and in the amounts specified in Chart 1, below. Once Contractor reimburses the jurisdictions, Contractor shall submit a reimbursement request to the City for payment of the amount reimbursed. The reimbursement request must conform to the requirements of Section 7 of the Agreement and Section C of this Appendix B.

CHART 1

Jurisdiction/ Agency	Description	Dates	Not to Exceed Amount
Alameda County - Sheriff's Office	NCRIC Intelligence Officer / Liaison (Deputy Sheriff)	07/01/09 to 06/30/10	\$74,373
City of Oakland	NCRIC Fire Liaison / Information Officer (Engineer)	07/01/09 to 06/30/10	\$220,992
City of Palo Alto -Police Department	NCRIC – Intelligence Officer / Liaison (Police Officer)	07/01/09 to 06/30/10	\$99,950
City of San Jose - Police Department	NCRIC Assistant Deputy Director (Police Lieutenant)	07/01/09 to 06/30/10	\$220,636
Contra Costa County - Sheriff's Office	NCRIC Intelligence Officer / Liaison (Deputy Sheriff)	07/01/09 to 06/30/10	\$174,068
Santa Clara County - Sheriff's Office	NCRIC – Intelligence Officer / Liaison (Deputy Sheriff)	07/01/09 to 06/30/097710	\$165,152
		TOTAL NOT TO EXCEED	\$955,171

2. Contractor's Personnel

Contractor may expend the following amounts for the purposes specified in Chart 2, below. Once Contractor expends those amounts, Contractor shall submit a reimbursement request to the City for payment of the amount expended. The request must conform to the requirements of Section 7 of the Agreement and Section C of this Appendix B.

CHART 2

Agency	Description	Dates	Not to Exceed Amount
Sheriff's Office	NCRIC – Intelligence Officer / Liaison (SMCO – Deputy Sheriff)	07/01/09 to 06/30/10	\$194,090
Sheriff's Office	NCRIC – Critical Infrastructure (three (3) Crime Analyst positions).	07/01/09 to 06/30/10	\$274,307
Sheriff's Office	NCRIC – Critical Infrastructure (one (1) "Private Sector Outreach" contract position)	07/01/09 to 06/30/10	\$162,000
Sheriff's Office	NCRIC – Support <ul style="list-style-type: none"> • One (1) IT Service Contract • One (1) PR Service Contract 	07/01/09 to 06/30/10	\$125,587
		TOTAL NOT TO EXCEED	\$755,984

3. Training, Travel and Overtime

Contractor shall reimburse the following jurisdictions for eligible travel, training and overtime work (as described in Chart 3, below) by personnel assigned to the NCRIC:

- City of Oakland,
- City of Palo Alto,
- City of San Jose,
- County of Alameda,
- County of Contra Costa, and
- County of Santa Clara.

Contractor may also expend funds for eligible travel, training and overtime work (as described in Chart 3, below) by Contractor's personnel assigned to the NCRIC. Once Contractor reimburses other jurisdictions or expends amounts on Contractor's personnel, Contractor shall submit a reimbursement request to the City for payment of the amount reimbursed or expended. The request must conform to the requirements of Section 7 of the Agreement and Section C of this Appendix B.

CHART 3

Agency	Description	Dates	Not to Exceed Amount
Assigned NCRIC personnel from any participating agency	Approved Training Expenses: Reimbursements for UASI grant eligible and Bay Area UASI pre-approved training expenses. Grant eligible training expenses are published in the FY 2007 Homeland Security Grant Program Guidance. All training expenses require prior approval by the Bay Area UASI Program Manager.	07/01/09 to 06/30/10	Not to exceed: \$106,000

As specified	Approved Travel Expenses: Reimbursements for UASI grant eligible and Bay Area UASI pre-approved travel expenses. All travel charges are for counter-terrorism assignments only and must be approved by a NCRIC manager. The following agencies are eligible for travel: <ul style="list-style-type: none"> • San Jose Police Department • Santa Clara County Sheriff Office • Palo Alto Police Department • Oakland Fire Department • Alameda County Sheriff Office • Contra Costa County Sheriff Office • San Mateo County Sheriff Office: 1 deputy and 3 analysts • San Francisco Police Department • San Francisco Sheriff Office • San Francisco Fire Department • San Francisco Department of Emergency Management 	07/01/09 to 06/30/10	Not to exceed: \$21,000
Assigned NCRIC personnel from any participating agency	Overtime reimbursement for personnel assigned to the NCRIC under this Agreement and engaged in counter-terrorism assignments. All overtime must be approved by a NCRIC manager who supervises each NCRIC employee.	07/01/09 to 06/30/10	Not to exceed: \$50,000
		TOTAL NOT TO EXCEED	\$177,000

The total not to exceed amount for personnel salaries, benefits, training, travel and overtime is **ONE MILLION EIGHT HUNDRED EIGHTY EIGHT THOUSAND, ONE HUNDRED FIFTY FIVE DOLLARS (\$1,888,155)**.

B. Equipment

Contractor shall purchase the following NCRIC equipment and supplies as per the Financial Management Workbook. All equipment must be purchased and paid for by 6/30/10. Contractor shall submit reimbursement requests to the UASI Management Team by no later than 09/30/10. The request must conform to the requirements of Section 7 of the Agreement and Section C of this Appendix B.

Equipment	AEL Number	EHP Req.	EOC Form	Not to Exceed Amount:
Qty (4) WATEC 232 Color Cameras	13LE-00SURV	Y	N	\$2,768
Qty (6) One (1) to Four (4) Channel DVR	13LE-00SURV	Y	N	\$1,848
Qty (1) Coss Complete Camera	13LE-00SURV	Y	N	\$20,718
Konica Minolta Bizhub Printer	04HW-01-INHW	N	N	\$14,700
2960G-48TC-L Cisco 48-Port gigabit/fiber switch	04HW-01-INHW	N	N	\$3,800

Qty (8) HP Color LaserJet 4700n	04HW-01-INHW	N	Y	\$12,300
HP Designjet T1200 44" Printer	04HW-01-INHW	N	Y	\$7,700
ArcGIS Standard Enterprise and Server	04AP-03-GISS	N	N	\$40,000
Qty (2) Dell Server	04HW-01-INHW	N	N	\$32,000
Sharepoint Software and Servers	13IT-00-INTL	N	N	\$93,000
Qty (11) Satellite Phones	06CC-03-SATM	N	N	\$25,000
Qty (4) 58" Plasma Monitors	04MD-03-DISP	Y	Y	\$14,000
Qty (12) 40" LCD Monitors & Mounting	04MD-03-DISP	Y	Y	\$15,768
Qty (3) 65" Plasma Interactive Displays	04MD-03-DISP	Y	Y	\$54,000
Networking & KVM Switches	13IT-00-INTL	N	N	\$48,000
			NOT TO EXCEED	\$385,602

C. Invoice/Reimbursement Request Requirements

Contractor shall include the following documentation with each reimbursement request:

- (i) An invoice for each item of expenditure for which reimbursement is requested;
- (ii) The front and the back of canceled checks or other written evidence documenting the payment of each invoice;
- (iii) For expenditures which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, together with both sides of canceled payroll checks evidencing payment thereof (unless payment has been made electronically).

All invoices/reimbursement requests must be submitted by no later than September 30, 2010, unless an earlier date is specified.