

**AGREEMENT BETWEEN THE CITY AND COUNTY OF
SAN FRANCISCO AND THE COUNTY OF SAN MATEO
FOR THE DISTRIBUTION OF FY 2022 UASI GRANT FUNDS**

FIRST AMENDMENT

THIS AMENDMENT (this “Amendment”) is made as of **February 1, 2024**, in San Francisco, California, by and between the **COUNTY OF SAN MATEO** (“SAN MATEO”) 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 MATEO have entered into the Agreement (as defined below); and

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

NOW, THEREFORE, SAN MATEO 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 SAN MATEO for the Distribution of FY 2022 UASI Grant Funds” dated **November 1, 2022**, between SAN MATEO 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 **NOVEMBER 1, 2022** and shall end at 11:59 p.m. San Francisco time on **DECEMBER 31, 2023**.

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

The term of this Agreement shall commence on **NOVEMBER 1, 2022** and shall end at 11:59 p.m. San Francisco time on **DECEMBER 31, 2024**.

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 **SIX MILLION FIVE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED EIGHT DOLLARS (\$6,514,408)**. The City will not automatically transfer Grant Funds to SAN MATEO upon execution of this Agreement. SAN MATEO 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 MATEO.

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

In no event shall the amount of Grant Funds disbursed hereunder exceed **SEVEN MILLION ONE HUNDRED SIXTY-FOUR THOUSAND NINE HUNDRED FORTY-SEVEN DOLLARS (\$7,164,947)**. The City will not automatically transfer Grant Funds to SAN MATEO upon execution of this Agreement. SAN MATEO 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 MATEO.

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) Extend the Organization Project “FY22 NCRIC Fusion Center – Cybersecurity” to 6/30/2024 for Grant Number 13209;
- ii) Extend the Organization Project “FY22 NCRIC Fusion Center – Information Sharing and Analysis, Infrastructure Protection and Cyber Security” to 6/30/2024 for Grant Number 13226;
- iii) Extend the Planning/Organization/Equipment/Training Project “FY22 NCRIC Fusion Center – Information Sharing” to 6/30/2024 for Grant Number 13228;
- iv) Extend the Organization Project “FY22 NCRIC Fusion Center – Soft Targets/Crowded Places” to 6/30/30324 for Grant Number 13236;
- v) Extend the Organization/Training Project “FY22 NCRIC Fusion Center – Domestic Violent Extremism” to 6/30/2024 for Grant Number 13238;
- vi) Extend the Equipment Project “Law Enforcement Regional Information Sharing, begin 2 year transition to self-sustainment” to 6/30/2024 for Grant Number 13200;
- vii) Add the Training Project “DVE and Targeted Violence Prevention Trainings” in the amount of \$251,955 and a deliverable date of 12/31/2024;
- viii) Add the Training Project “Violence Prevention Symposiums” in the amount of \$280,000 and a deliverable date of 12/31/2024; and,
- ix) Add the Equipment Project “Caseware Platform” in the amount of \$118,584 and a deliverable date of 12/31/2024.

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.

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 MATEO:

SAN FRANCISCO DEPARTMENT OF
EMERGENCY MANAGEMENT

By:

By:

MARY ELLEN CARROLL
EXECUTIVE DIRECTOR

PRESIDENT, BOARD OF SUPERVISOR

Federal Tax ID #: 94-6000532

Approved as to Form:

Approved as to Form:

David Chiu
City Attorney

By:

Christina Fletes-Romo
Deputy City Attorney

By:

Clerk of Board of Supervisor

Appendix:

Amended Appendix A-1, Authorized Expenditures and Timelines, dated February 1, 2024.

Appendix A-1 — Authorized Expenditures and Timelines

ENTITY: SAN MATEO/NCRIC

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: FY22 National Priority Project: Northern California Regional Intelligence Center (NCRIC) Fusion Center - Cybersecurity</i>				
13209 IJ-3	Funds for 3 analysts who will focus on the detection and investigation of persons engaged in cyber criminal activities for the NCRIC. The analysts will deliver strategic and tactical risk intelligence assessments, network security services, incident support and training to improve the cybersecurity posture of public and private sector partners in the NCRIC's area of responsibility.	Project Completion Date: 6/30/2024	Organization	PROJECT NOT TO EXCEED \$528,874
<i>Project Title: FY22 Northern California Regional Intelligence Center (NCRIC) Fusion Center - Information Sharing and Analysis, Infrastructure Protection and Cyber Security</i>				
13226 IJ-8	Funds for 7 analysts, 6 intelligence officers, a planner, private sector liaison, deputy director, assistant deputy director and 25% of the executive director's personnel costs. Collectively, these 18 positions will provide interdisciplinary expertise, situational awareness, conduct analysis and facilitate information sharing while assisting law enforcement and homeland security partners in preventing, protecting against, responding to crime, terrorism and cyber security.	Project Completion Date: 6/30/2024	Organization	PROJECT NOT TO EXCEED \$3,624,610
<i>Project Title: FY22 National Priority Project: Northern California Regional Intelligence Center (NCRIC) Fusion Center - Information Sharing</i>				

13228 IJ-1	Funds for 3 NCRIC intelligence officers who will develop and sustain meaningful integration of a region-wide network of law enforcement officers, public safety personnel and private sector partners to combat, prevent, and prepare for disasters caused by international and domestic terrorism and other threats. This project will also fund travel, equipment and training that will enhance the fusion center's intelligence and information sharing capabilities, including the receipt, analysis, gathering and sharing of threat-related information between federal, state, local, tribal, territorial and private sector partners.	Project Completion Date: 6/30/2024	Planning Organization Equipment AEL #: 13IT-00-INTL 21GN-00-OCEQ 13IT-00-FEES 21GN-00-MAIN Training	PROJECT NOT TO EXCEED \$1,068,995
<i>Project Title: FY22 National Priority Project: Northern California Regional Intelligence Center (NCRIC) Fusion Center - Soft Targets/Crowded Places</i>				
13236 IJ-1 IJ-8	Funds for 3 NCRIC analysts and 1 intelligence officer who will provide strategic intelligence products and briefings by synthesizing and evaluating open source, law enforcement sensitive, and classified information to federal, state, local, territorial and tribal law enforcement partners and critical infrastructure communities. Personnel will also assess vulnerabilities of the Critical Infrastructure/Key Resource facilities and threats to major special events in the NCRIC's area of responsibility.	Project Completion Date: 6/30/2024	Organization	PROJECT NOT TO EXCEED \$686,566
<i>Project Title: FY22 National Priority Project: Northern California Regional Intelligence Center (NCRIC) Fusion Center - Domestic Violent Extremism</i>				
13238 IJ-5	Funds for 3 NCRIC analysts and 4 Policing Violent Extremism trainings. The analysts will provide analytical support for the detection and investigation of violent extremists engaged in terrorist or criminal activities. Analysts will also provide law enforcement partners with timely, reliable, and detailed, tactical, investigative, and strategic intelligence products to assist in criminal and terrorism-related investigations. This project will also fund Policing Violent Extremism 1 and 2 trainings to all partners within the NCRIC's	Project Completion Date: 6/30/2024	Organization Training	PROJECT NOT TO EXCEED \$522,029

	area of responsibility. This training will teach first responders and public safety professionals to recognize the pre-incident indicators, tactics and ideologies of violent extremists.			
<i>Project Title: FY22 National Priority Project - Law Enforcement Regional Information Sharing, begin 2 year transition to self-sustainment</i>				
13200	Funds to purchase a Regional Information Sharing System which aggregates the discrete databases from individual law enforcement agencies into unified systems through a single interface to all other law enforcement.	Project Completion Date: 6/30/2024	Equipment AEL #: 04SW-04-NETW	PROJECT NOT TO EXCEED \$83,334
<i>Project Title: DVE and Targeted Violence Prevention Trainings</i>				
	Funds to purchase DVE and Targeted Violence Prevention Trainings	Project Completion Date: 12/31/2024	Training	PROJECT NOT TO EXCEED \$251,955
<i>Project Title: Violence Prevention Symposiums</i>				
	Funds to purchase Violence Prevention Symposiums trainings	Project Completion Date: 12/31/2024	Training	PROJECT NOT TO EXCEED \$280,000
<i>Project Title: Caseware Platform</i>				

	Funds for a contract focused monitoring service to identify social media accounts, handles, and online personas linked to credible threats of violence – specifically mass shootings or bomb threats – against a list of NCRIC-specified schools. Additionally, funds will be used to purchase new BTA pocket guides from QuickSeries.	Project Completion Date: 12/31/2024	Equipment AEL #: AEL 21GN-00-OCEQ	PROJECT NOT TO EXCEED \$118,584
		TOTAL ALLOCATION		TOTAL NOT TO EXCEED: <u>\$7,164,947</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, SUBRECIPIENT 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.

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:
 - 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, SUBRECIPIENT 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, SUBRECIPIENT must transmit the request to the UASI for request to the State.
- 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.
- 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 2020 Homeland Security Grant Program Guidance.
- When seeking reimbursement for grant eligible training expenses, SUBRECIPIENT must submit completed ledger page indicating course title, feedback number, sub category (e.g., OT, BF, Course Development).
- Provide registration receipts and agendas.
- Provide copies of sign in sheets (must have supervisor's signature).

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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 2022 Homeland Security Grant Program Notice of Funding Opportunity: <https://www.fema.gov/grants/preparedness/homeland-security/fy-22-nofo>
 - California Supplement to the Federal Funding Opportunity Announcement, dated September 2022, available at <https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY-2022-HSGP-State-Supplement.pdf> as “FY 2022 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/2022_Subrecipient_Handbook.pdf
 - **Any equipment purchased under this Agreement must match the UASI 2022 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.**