

**AGREEMENT BETWEEN THE CITY AND COUNTY OF
SAN FRANCISCO AND THE COUNTY OF SAN MATEO
FOR THE DISTRIBUTION OF FY 2021 UASI GRANT FUNDS**

SIXTH AMENDMENT

THIS AMENDMENT (this “Amendment”) is made as of **MARCH 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 2021 UASI Grant Funds” dated **November 1, 2021**, between SAN MATEO and City, and amended by the:

- **First Amendment, dated September 1, 2022, and;**
- **Second Amendment, dated January 15, 2023, and;**
- **Third Amendment, dated February 15, 2023, and;**
- **Fourth Amendment, dated August 1, 2023, and;**
- **Fifth Amendment, dated December 15, 2023.**

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, 2021** and shall end at 11:59 p.m. San Francisco time on **JUNE 30, 2024**.

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

The term of this Agreement shall commence on NOVEMBER 1, 2021 and shall end at 11:59 p.m. San Francisco time on MARCH 31, 2025.

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 **SEVEN MILLION TWO HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED FORTY-ONE DOLLARS (\$7,245,241)**. 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 **EIGHT MILLION TWENTY THOUSAND TWO HUNDRED FORTY-ONE DOLLARS (\$8,020,241)**. 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) Add the Law Enforcement and TREX Information Sharing Project in the amount of \$775,000 with a deliverable date of 3/31/2025.

A revised Appendix A-6 is attached to this Amendment and incorporated by reference as though fully set forth herein. The attached Appendix A-6 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 SUPERVISORS

Federal Tax ID #: 94-60000532

Approved as to Form:

David Chiu
City Attorney

By: _____
Christina Fletes-Romo
Deputy City Attorney

Appendix:
Amended Appendix A-6, Authorized Expenditures and Timelines, dated March 1, 2024

Appendix A-6 — 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: Fusion Center Project: Information Sharing and Analysis, Infrastructure Protection and Cyber Security - 2021</i>				
11731	Funds to enhance information and intelligence sharing, the NCRIC will serve as the focal point within the federal Northern District of California's local government for 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 TRAINING EQUIPMENT	PROJECT NOT TO EXCEED \$6,431,074
<i>Project Title: Regional Information Sharing - advance technology to empower broader information sharing - 2021</i>				
11642	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: 12/31/2022	EQUIPMENT	PROJECT NOT TO EXCEED \$166,667

<i>Project Title: –Domestic Violent Extremism Prevention Training</i>				
	Funds for the delivery of specialized and standardized Domestic Terrorism / Domestic Violent Extremism Prevention related training courses and symposiums. Three (3) DVE training symposiums, seven (7) Policing Violent Extremism I & II, six (6) Behavioral Threat Assessment I, five (5) Behavioral Assessment II, four (4) Domestic Violent Extremism, and seven (7) Terrorism Liaison Officer training courses will be delivered to multi-discipline, multi-jurisdiction, whole community partners.	Project Completion date: 6/30/2024	TRAINING	PROJECT NOT TO EXCEED \$331,500
<i>Project Title: – Domestic Violent Extremism / Crime Gun Intelligence Center Training</i>				
	Funds to deliver specialized Crime Gun Intelligence and Domestic Violent Extremism training symposiums. Three (3) DVE/Crime Gun Intelligence Center training symposiums will be delivered to include Domestic Violent Extremism/Crime Gun Interdiction training. This project also funds training materials.	Project Completion date: 6/30/2024	TRAINING	PROJECT NOT TO EXCEED \$316,000
<i>Project Title: – Law Enforcement and TREX Information Sharing</i>				
	Funds to enhance intelligence collection, integration, analysis, and information sharing capabilities by leveraging new and proprietary technologies on existing sets of disparate data and newly developed protocols to ensure regional partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations in a timely manner.	Project Completion date: 3/31/2025	PLANNING ORGANIZATION	PROJECT NOT TO EXCEED \$775,000
		TOTAL ALLOCATION		TOTAL NOT TO EXCEED: <u>\$8,020,241</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, SAN MATEO 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 MATEO 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 MATEO 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 MATEO 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, SAN MATEO must transmit the request to the UASI for request to the State.
- Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.
- SAN MATEO 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. SAN MATEO 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 2021 Homeland Security Grant Program Notice of Funding Opportunity:*
https://www.fema.gov/sites/default/files/documents/FEMA_FY2021-HSGP-NOFO_02-19-21.pdf
- *California Supplement to the Federal Funding Opportunity Announcement*, dated September 2021, available at <https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202021%20HSGP%20State%20Supplement.pdf> as “FY 2021 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/GrantsManagementSite/Documents/2021_SAN_MATEO_Handbook.pdf
- **Any equipment purchased under this Agreement must match the UASI 2021 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.**