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# AMENDMENT ONE

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## MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF SAN MATEO AND  
THE NORTHERN CALIFORNIA HIGH INTENSITY DRUG TRAFFICKING  
AREA  
(NCHIDTA) EXECUTIVE BOARD

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THIS FIRST AMENDMENT to the MOU is entered into on this \_\_\_\_\_ day of June, 2009, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "COUNTY," and the Northern California High Intensity Drug Trafficking Area hereinafter called "NCHIDTA" and the Northern California Regional Terrorism Threat Assessment Center hereinafter called "NCRTTAC," which operate jointly as the Northern California Regional Intelligence Center hereinafter called "NCRIC FUSION CENTER;"

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### WITNESSETH:

*WHEREAS, on November 18, 2008, the parties entered into a Memorandum of Understanding (MOU) [Resolution No. 069807] to specify the employees that the County is assigning and the services that the County is providing to NCHIDTA/NCRTTAC Fusion Center, and the transfer of funds that NCHIDTA/NCRTTAC Fusion Center is authorizing the County to make on its behalf; and*

*WHEREAS, it is now the mutual desire and intent of the parties to amend that MOU to provide for additional County services to the NCHIDTA/NCRTTAC Fusion Center and additional payment to the County for those services.*

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES THAT THE MEMORANDUM OF UNDERSTANDING IS HEREBY AMENDED, AS FOLLOWS:**

1. Section 2, Services To Be Performed by County, is hereby amended to read as follows:

**2. SERVICES TO BE PERFORMED BY COUNTY.**

In consideration of the payments set forth herein, County shall assign employees and provide services to NCHIDTA/NCRTTAC, which employees will be assigned to work at the NCHIDTA/NCRTTAC Fusion Center Office in San Francisco, as set forth herein and in Exhibit A, **revised June 2009**. All County employees assigned to NCHIDTA or **NCRTTAC** shall be subject to the policies and procedures of the County of San Mateo and the San Mateo County Sheriff.

2. Section 3, Payments To Be Made/Authorized by NCHIDTA/NCRTTAC, is hereby amended to read as follows:

3. **PAYMENTS TO BE MADE/AUTHORIZED BY NCHIDTA/NCRTTAC.**

In consideration of the services provided by County in accordance with Exhibit A, revised June 2009, NCHIDTA and NCRTTAC authorize the County, in its capacity as fiscal officer and fiduciary for said entities, to use NCHIDTA, NCRTTAC, and United States Department of Homeland Security Super Urban Area Security Initiative (SUASI) funds to compensate County based on the rates set forth in Exhibit A, revised June 2009. Payment shall be made by the Sheriff's designee's transfer of funds from NCHIDTA or NCRTTAC to the County, according to procedures approved by the County Controller.

The projected total amount of funds directly reimbursed to County from NCHIDTA and NCRTTAC for the fiscal year 2008-09, under various federal funding streams, is approximately \$3,522,474 (approximately \$1,914,644 for salaries and benefits of County employees and contractors, \$1,139,454 for salaries and benefits of allied agency personnel assigned to the fusion center, and approximately \$368,376 for various County Service Charges and operating budget expenses, and \$100,000 for unforeseen contingencies).

The projected total amount of funds reimbursed directly to County from NCHIDTA and NCRTTAC in fiscal year 2009-10 is expected to be approximately \$5,023,456, and for fiscal year 2010-11 is expected to be approximately \$5,100,000.

Actual federal allocations to NCHIDTA in 2009-10 and 2010-11 are subject to annual Congressional budget approval, and will not be known until those budgets for those years are approved and funding is appropriated.

3. Exhibit A - "County Services and Reimbursements" is hereby replaced with "**Exhibit A - Revised: June 2009 - County Services and Reimbursements**", which is attached hereto and incorporated by reference herein.
    4. These amendments are hereby incorporated and made a part of the original Agreement and subject to all provisions therein.
    5. All other terms and conditions of the November 28, 2008 MOU shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have affixed their hands.

**COUNTY OF SAN MATEO**

*A Political Sub-division of the  
State of California*

BY: \_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS

DATE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_  
CLERK OF SAID BOARD

**NORTHERN CALIFORNIA HIDTA**

BY: \_\_\_\_\_  
CHAIRPERSON, EXECUTIVE COMMITTEE

DATE: \_\_\_\_\_

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**EXHIBIT A**  
**REVISED: JUNE 2009**  
**COUNTY SERVICES AND REIMBURSEMENTS**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE COUNTY OF SAN MATEO AND NCHIDTA / NCRTTAC**

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**1. COUNTY POSITIONS ASSIGNED TO NCHIDTA/NCRTTAC.**

A. The County shall assign to NCHIDTA/NCRTTAC Fusion Center, County employees to serve in the following positions and NCHIDTA/NCRTTAC shall reimburse County for the full cost of salaries, benefits and expenses of said employees as specified below. The employees assigned to the positions will be subject to the mutual agreement of the Sheriff or the Sheriff's designee and the NCHIDTA Board or the Board's designee. In consideration of County's assignment of its employees to serve the NCHIDTA/NCRTTAC, said entity will reimburse County quarterly for any and all costs, including but not limited to salary, benefits and expenses as follows:

1. County agrees to assign a Sheriff's Captain to serve as the Executive Director of the NCHIDTA/NCRTTAC. The Executive Director will supervise, specify the job duties of, and evaluate the other County employees assigned to work at NCHIDTA/NCRTTAC.
  - a) For the period of Fiscal Year 2008-09, NCHIDTA's reimbursement for the services of the Executive Director shall not exceed One Hundred Eighty-Four Thousand Six Hundred Eighty Dollars (\$184,680).
  - b) For the period of Fiscal Year 2009-10, NCHIDTA's estimated reimbursement for the services of the Executive Director shall be approximately One Hundred Ninety-Three Thousand Nine Hundred Twenty Dollars (\$193,920).
  - c) For the period of Fiscal Year 2010-11, NCHIDTA's estimated reimbursement for the services of the Executive Director shall be approximately Two Hundred Three Thousand Six Hundred Twenty Dollars (\$203,620).
  - d) *Travel* - Consistent with provision of necessary federal funding and the NCHIDTA budget initiative, the cost of the Executive Director's travel (including cost of leasing a vehicle, but excluding liability insurance for the use of the vehicle), per diem, training, and NCHIDTA-related expenses incurred by the Executive Director in the performance of his NCHIDTA duties, will be paid by NCHIDTA, and County will not incur any liability for these expenses.
  - e) *Benefits* - The Executive Director will remain an employee of County and although NCHIDTA will reimburse County for these costs, County will be responsible for providing the Executive Director's employment benefits, including health insurance, retirement contributions, workers' compensation insurance, and automobile insurance.

Pursuant to Section 6: Financial Management, 6.08 Restrictions on HIDTA Funds (A)(1)(1)(a) of the HIDTA Program and Policy and Budget Guidance of April 23, 2006, compensation for the NCHIDTA Executive Director must be budgeted in the Management and Administration Initiative and must conform to the federal pay level GS-15, step 5 (to include locality adjustments) with the addition of 30% for fringe benefits.

2. One (1) Sheriff's Department Manager or Supervisor to serve as one of the Fusion Center's Assistant Deputy Directors with a FY 2008-09 projected salary reimbursement of \$220,188, adjustable by the allowable federal cost-of-living adjustment in the remaining two fiscal years of the MOU. NCRTTAC shall reimburse County for the full cost of salary, benefits and expenses of said employee.
3. One (1) Sheriff's Deputy to serve as an Intelligence Officer assigned to the Fusion Center with a FY 2008-09 projected salary reimbursement of \$211,680, adjustable by the allowable federal cost-of-living adjustment in the remaining two fiscal years of the MOU. NCRTTAC shall reimburse County for the full cost of salary, benefits and expenses of said employee.
4. One (1) Senior Accountant/Financial Manager (NCHIDTA/NCRTTAC) with a FY 2008-09 projected salary reimbursement of \$115,500, adjustable by the County's negotiated salary adjustment in the remaining two fiscal years of the MOU. NCHIDTA/NCRTTAC shall reimburse County for the full cost of salary, benefits and expenses of said employee.
5. Four Intelligence Analysts (NCHIDTA) with a FY 2008-09 combined projected salary reimbursement of \$440,000, adjustable by the County's negotiated salary adjustment in the remaining two fiscal years of the MOU. NCHIDTA shall reimburse County for the full cost of salaries, benefits and expenses of said employees.
6. Five Intelligence Analysts (NCRTTAC) with a FY 2008-09 combined projected salary reimbursement of \$550,000, adjustable by the County's negotiated salary adjustment in the remaining two fiscal years of the MOU. NCRTTAC shall reimburse County for the full cost of salaries, benefits and expenses of said employees.
7. One Lead Intelligence Analyst (NCRTTAC) with a FY 2008-09 projected salary reimbursement of \$120,000, adjustable by the County's negotiated salary adjustment in the remaining two fiscal years of the MOU. NCRTTAC shall reimburse County for the full cost of salary, benefits and expenses of said employee.
8. One Fiscal Assistant (NCRTTAC) with a FY 2009-10 projected salary reimbursement of \$73,096, adjustable by the County's negotiated salary adjustment in the remaining two fiscal years of the MOU. NCRTTAC shall reimburse County for the full cost of salary, benefits and expenses of said employee.

## **2. ALLIED AGENCY POSITIONS ASSIGNED TO NCHIDTA/NCRTTAC.**

- A. The County will utilize SUASI and only SUASI funds to reimburse Allied Agencies from Alameda County, Contra Costa County, Santa Clara County, City of Palo Alto, City of San Jose and City of Oakland, who shall assign to NCRIC Fusion Center,

Public Safety employees to serve in the following positions, and NCHIDTA/NCRTTAC shall reimburse County for the full cost of salaries, benefits and expenses of said employees as specified below. If SUASI funds are not available the County shall have no obligation whatsoever to pay the Allied Agencies. The employees assigned to the positions will be subject to the mutual agreement of the Sheriff or the Sheriff's designee and the NCHIDTA Board or the Board's designee. In consideration of the Allied Agencies' assignment of their employees to serve the NCRIC, NCRTTAC will reimburse County through SUASI funding for any and all costs, including but not limited to salary, benefits and expenses as follows:

1. One (1) San Jose Police Department Lieutenant to serve as one of the Fusion Center's Assistant Deputy Directors with a FY 2008-09 and FY 2009-10 projected salary reimbursement of \$220,636 per year, adjustable by the allowable federal cost-of-living adjustment in the remaining two fiscal years of the MOU. NCRTTAC shall reimburse County for the full cost of salary, benefits and expenses of said employee.
2. One (1) Alameda County Sheriff's Deputy to serve as an Intelligence Officer assigned to the Fusion Center with a FY 2009-10 projected salary reimbursement of \$162,266 per year, adjustable by the allowable federal cost-of-living adjustment in the remaining two fiscal years of the MOU. NCRTTAC shall reimburse County for the full cost of salary, benefits and expenses of said employee.
3. One (1) Santa Clara County Sheriff's Deputy to serve as an Intelligence Officer assigned to the Fusion Center with a FY 2008-09 and FY2009-10 projected salary reimbursement of \$165,152 per year, adjustable by the allowable federal cost-of-living adjustment in the remaining two fiscal years of the MOU. NCRTTAC shall reimburse County for the full cost of salary, benefits and expenses of said employee.
4. One (1) Contra Costa County Sheriff's Deputy to serve as an Intelligence Officer assigned to the Fusion Center with a FY 2009-10 projected salary reimbursement of \$199,068 per year, adjustable by the allowable federal cost-of-living adjustment in the remaining two fiscal years of the MOU. NCRTTAC shall reimburse County for the full cost of salary, benefits and expenses of said employee.
5. One (1) City of Palo Police Department Officer to serve as an Intelligence Officer assigned to the Fusion Center with a FY 2008-09 and FY 2009-10 projected salary reimbursement of \$171,340 per year, adjustable by the allowable federal cost-of-living adjustment in the remaining two fiscal years of the MOU. NCRTTAC shall reimburse County for the full cost of salary, benefits and expenses of said employee.
6. One (1) City of Oakland Fire Engineer to serve as a Fire Liaison Officer assigned to the Fusion Center with a FY 2008-09 and FY 2009-10 projected salary reimbursement of \$220,992 per year, adjustable by the allowable federal cost-of-living adjustment in the remaining two fiscal years of the MOU. NCRTTAC shall reimburse County for the full cost of salary, benefits and expenses of said employee.
  - a) *Travel* - Consistent with provision of necessary federal funding and the NCRTTAC budget initiative, the cost of the travel for Allied Agencies personnel (including cost of leasing a vehicle, but excluding liability insurance for the use of the vehicle), per diem, training, and NCRIC-

related expenses incurred by said personnel in the performance of their NCRIC duties, will be paid by NCRTTAC, and County will not incur any liability for these expenses.

- b) *Benefits* - The Allied Agencies' personnel will remain employees of their respective employing agency and although NCRTTAC will reimburse County for these costs, their employing agency will be responsible for providing the assigned personnels' employment benefits, including health insurance, retirement contributions, workers' compensation insurance, and automobile insurance.

**3. COUNTY SERVICES PROVIDED TO NCHIDTA/NCRTTAC.**

A. *County-Provided Services & Reimbursement* - County and Sheriff shall provide such services as are required for the practical and statutory operation of NCHIDTA and/or NCRTTAC within the County organizational and financial system. These may include, but shall not necessarily be limited to the following: County Management services; County Counsel services; County Purchasing services; County Real Property services; County Risk Management services; County Human Resources services; County Treasurer & Controller services; County Auditor services; County Information Services, including radio, telephone, and information processing services; County Motor Pool services; Sheriff's fiscal services; Sheriff's administrative services; Sheriff's budgetary services; Sheriff's contract management services; Sheriff's grant management services; Sheriff's personnel services; Sheriff's information technology services; Sheriff's Technical Services Unit; and other such emergent service needs as may be required for successful operation of NCHIDTA and/or NCRTTAC.

B. Services provided to NCHIDTA and NCRTTAC by County along with County reimbursable yearly fees are specified below.

1. Fiscal Annual Fee:

Administration – NCHIDTA	\$108,000.00	Annual estimate based on 3.6% of the annual HIDTA budget, in compliance with HIDTA recommendation.
Administration – NCRTTAC	\$30,000.00	Annual estimate based on 3% of the annual RTTAC budget, in compliance with DHS guidance.
Uniform Allowance (Executive Director, Captain)	\$1,784.00	
Workers' Compensation Expense (NCHIDTA/NCRTTAC)	\$38,616.00	

2. County Service Charges:

NCHIDTA / NCRTTAC		
Telephone Service Charges	\$12,000.00	
Technical Services unit	\$48,000.00	
Information Services Department Expense	\$39,310.00	
Radio Service Charges	\$3,936.00	
Motor Vehicle Mileage	\$51,600.00	
Motor Vehicle Replacement	\$12,000.00	Estimated
Auto Liability Insurance *	\$2,100.00	* County premium only – additional policy purchased, with Risk Mgmt guidance
General Liability Insurance *	\$5,830.00	* County premium only – additional policy purchased, with Risk Mgmt guidance
Official County Bond Insurance	\$200.00	

3. Services provided as needed and billed monthly according to hourly rates:

County Purchasing Services	\$50.00/hr (\$15,000.00)	Estimated annual
Legal Services to be provided by the San Mateo County Counsel	payment as specified below \$100,000.00	Estimated annual Only if needed

4. Contingency (for unforeseen emergent expense(s):

\$100,000.00                      Only if needed

C. *Reimbursement for Services.* Reimbursement shall be made for such services as follows:

1. County Services - reimbursement shall be made on a separate annual billing basis, by submission of an invoice by the County servicing agency to NCHIDTA and, where appropriate, to NCRTTAC. Tracking of costs shall be on an "actual cost" basis, and will require tracking of billable personnel hours and other billable expenses for County services. County servicing agencies shall, in March of each year, provide NCHIDTA and NCRTTAC with an estimate of service costs for the forthcoming fiscal year for NCHIDTA/NCRTTAC budgeting purposes. It is understood by all parties that in most cases, this shall be an estimate only, based on prior year's experience, and that year-end billing shall be based on actual services used for that year. Reimbursement may be made by the County Journal Entry process, during or before County's year-end closing cycle.
2. Sheriff Services - reimbursement shall be made via an annual "Administrative Fee", which shall be agreed-upon in advance between NCHIDTA/NCRTTAC and Sheriff. Said Administrative Fee shall be subject to an annual cost-of-living adjustment, and shall be paid in two bi-annual payments, upon submission of an invoice from Sheriff to NCHIDTA/NCRTTAC.

County Counsel Services - In consideration of the legal services provided by the County Counsel to NCHIDTA, NCRTTAC, and/or to the Sheriff in

connection with NCHIDTA and/or NCRTTAC, NCHIDTA will reimburse the County Counsel at the current rate of \$188.00 per hour for services, with said hourly rate to be adjusted from time to time to be the same hourly rate that is charged by the County Counsel to departments of the County of San Mateo. County Counsel will provide thirty (30) days written notice of any such increase. Additionally, NCHIDTA shall reimburse the actual costs of any out-of-pocket and extraordinary regular costs incurred by County Counsel in connection with the provision of its legal services, e.g., deposition costs, transcript costs, investigation fees, filing fees, extraordinary mailing costs, etc. County Counsel will submit monthly invoices, and NCHIDTA will pay the County Counsel within 30 days of receipt of the invoice.

- D. *Purchases.* In its capacity as fiscal agent and fiduciary for NCHIDTA/NCRTTAC, County of San Mateo shall enter into purchasing and service contracts on behalf of NCHIDTA/NCRTTAC, as deemed necessary by the NCHIDTA Board. Except as specifically authorized by the Board of Supervisors, said contracts shall be subject to all policies and procedures that apply to contracts entered into by the County of San Mateo.