STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213A (Rev. 07/2019)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

SCO ID: **5227-BSCC117023-A1**

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchase Authority Number
BSCC 1170-23	**1**	BSCC-5227

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

San Francisco Police Department

2. The term of this Agreement is:

START DATE

OCTOBER 1, 2023

THROUGH END DATE

JUNE 1, 2028

3. The maximum amount of this Agreement after this Amendment is:

$15,326,301.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This amendment adds one year to the term of the grant agreement. The new end date is June 1, 2028.

Exhibit A: Scope of Work, Item 5. Reporting Requirements is amended by replacing the prior schedule with the attached Exhibit A; Scope of Work, Item 5. Reporting Requirements.

Exhibit B: Budget Detail and Payment Provisions is amended by replacing the prior Exhibit B, Item 1. Invoicing and Payments with the attached Exhibit B, Item 1. Invoicing and Payments.

Exhibit C: General Terms and Conditions is amended by adding the attached Exhibit C, Item 21. Generative AI Disclosure Obligations.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Francisco Police Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1245 3rd Street, 6th Floor	San Francisco	**CA**	**94158**

PRINTED NAME OF PERSON SIGNING	TITLE
Derrick Lew	Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
✍	04/02/24

CONTRACTING AGENCY

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Ste 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
COLLEEN CURTIN	Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
✍	

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A: SCOPE OF WORK

5. REPORTING REQUIREMENTS

A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods	Due no later than:
1. October 1, 2023 to December 31, 2023	February 15, 2024
2. January 1, 2024 to March 31, 2024	May 15, 2024
3. April 1, 2024 to June 30, 2024	August 15, 2024
4. July 1, 2024 to September 30, 2024	November 15, 2024
5. October 1, 2024 to December 31, 2024	February 15, 2025
6. January 1, 2025 to March 31, 2025	May 15, 2025
7. April 1, 2025 to June 30, 2025	August 15, 2025
8. July 1, 2025 to September 30, 2025	November 15, 2025
9. October 1, 2025 to December 31, 2025	February 15, 2026
10. January 1, 2026 to March 31, 2026	May 15, 2026
11. April 1, 2026 to June 30, 2026	August 15, 2026
12. July 1, 2026 to September 30, 2026	November 15, 2026
13. October 1, 2026 to December 31, 2026	February 15, 2027
14. January 1, 2027 to March 31, 2027	May 15, 2027
15. April 1, 2027 to June 30, 2027	August 15, 2027
16. July 1, 2027 to September 30, 2027	November 15, 2027
17. October 1, 2027 to December 31, 2027	February 15, 2028

B. Evaluation Documents	Due no later than:
1. Local Evaluation Plan	April 1, 2024
2. Final Local Evaluation Report	June 1, 2028

C. Other	Due no later than:
Financial Audit Report	June 1, 2028

Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and show that funds are being spent in accordance with the Grant Agreement could be subject to a withholding of funds.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:	Due no later than:
1. October 1, 2023 to December 31, 2023	February 15, 2024
2. January 1, 2024 to March 31, 2024	May 15, 2024
3. April 1, 2024 to June 30, 2024	August 15, 2024

4.	July 1, 2024 to September 30, 2024	November 15, 2024
5.	October 1, 2024 to December 31, 2024	February 15, 2025
6.	January 1, 2025 to March 31, 2025	May 15, 2025
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14.	January 1, 2027 to March 31, 2027	May 15, 2027
15.	April 1, 2027 to June 30, 2027	August 15, 2027
16.	July 1, 2027 to September 30, 2027	November 15, 2027
17.	October 1, 2027 to December 31, 2027	February 15, 2028
	Final Invoicing Periods*:	**Due no later than:**
18.	January 1, 2028 to March 31, 2028	May 15, 2028
19.	April 1, 2028 to June 1, 2028	August 15, 2028

**Note: Project activity period ends December 31, 2027. The period of January 1, 2028, to June 1, 2028 is for completion of Final Local Evaluation Report and financial audit only.*

B. All project expenses must be incurred by the end of the project activity period, December 31, 2027, and included on the final invoice due February 15, 2028. Project expenditures incurred after December 31, 2027 will not be reimbursed.

C. The Final Local Evaluation Report is due to BSCC by June 1, 2028. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of January 1, 2028, to June 1, 2028, must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.

D. The Financial Audit Report is due to BSCC by June 1, 2028. Expenditures incurred for the completion of the financial audit during the period of January 1, 2028, to June 1, 2028, must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.

E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

EXHIBIT C: GENERAL TERMS AND CONDITIONS

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

A. The following terms are in addition to the defined terms and shall apply to the Contract:
   1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)
B. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
C. Notification shall be provided to the State designee identified in this Contract.
D. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
E. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.