File No. 120224 Committee Item No. 2
Board Item No. 7

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee PUBLIC SAFETY Date 4/19/12

Board of Supervisors Meeting Date 5/1/12

Cmte	Board	
☐	☐	Motion
☒	☒	Resolution
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☐	☐	Award Letter
☐	☐	Application
☐	☐	Public Correspondence

OTHER (Use back side if additional space is needed)

☐ ☐ _____
☐ ☐ _____
☐ ☐ _____
☐ ☐ _____
☐ ☐ _____

Completed by: Gail Johnson Date 4/13/12
Completed by: MJ Date 4/25/12

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

[Accept and Expend Grant - FY2011 Federal Emergency Management Agency Port Security Grant Program - $1,016,000]

Resolution authorizing the San Francisco Police Department to retroactively accept and expend $1,016,000 of FY2011 Port Security Grant Program funds from the Federal Emergency Management Agency.

WHEREAS, The Federal Emergency Management Administration (FEMA), under the U.S. Department of Homeland Security, appropriates annual funding for the Port Security Grant Program (PSGP); and

WHEREAS, The purpose of the Port Security Grant Program is to promote sustainable, risk-based efforts to protect critical port infrastructure from terrorism; and

WHEREAS, FEMA appointed the Marine Exchange of the San Francisco Bay Region (SFMX) as the direct representative and Fiduciary Agent (FA) to manage disbursement of PSGP grant funds going to the Port of San Francisco, the San Francisco Police Department, and the San Francisco Fire Department, in separate sub-grantee awards; and

WHEREAS, The San Francisco Police Department coordinated with the SFMX to apply for PSGP funding and was awarded $1,016,000 from the FY 2011 PSGP appropriation to purchase security equipment, including a maritime preventive radiological nuclear detection system, a vessel-mounted SeaFLIR system, and a vessel-mounted camera system; and

WHEREAS, The award period began when the sub-grantee agreement was signed on January 31, 2012, and continues through June 30, 2014 for the FY 2011 Award; and

WHEREAS, This grant does not include any provisions for indirect costs; and

WHEREAS, The San Francisco Police Department is seeking retroactive approval because the sub-grantee agreements were received on January 17, 2012; and

WHEREAS, This grant does not create any new positions, and will not require an amendment to the Annual Salary Ordinance; now therefore be it

RESOLVED The San Francisco Police Department is authorized to retroactively accept and expend $1,016,000 in grant funds from the FY 2011 PSGP appropriation from the Federal Emergency Management Agency, through the Marine Exchange of the San Francisco Bay Region as Fiduciary Agent; and be it

FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of indirect costs in the grant budget; and be it

FURTHER RESOLVED, That the Chief of Police, or his designee, is authorized to enter into these sub-grantee agreements.

RECOMMENDED:

GREGORY P. SUHR, Chief of Police

APPROVED:

EDWIN M. LEE, Mayor

BEN ROSENFIELD, Controller

TO:	**Angela Calvillo, Clerk of the Board of Supervisors**
FROM:	**San Francisco Police Department**
DATE:	**February 7, 2012**
SUBJECT:	**Accept and Expend Resolution for Subject Grant**
GRANT TITLE:	**Port Security Grant Program – FY 2011 Funds**

Attached please find the original and 4 copies of each of the following:

__X__ Proposed grant resolution; original signed by Department, Mayor, Controller

__X__ Grant information form, including disability checklist

__X__ Grant budget

___ Grant application*

___ Grant award letters from funding agency*

___ Other (Explain):

* Homeland Security grant applications contain sensitive security information (SSI) that funder prohibits being shared publicly.

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: **Dana Lang** Phone: **415-553-1120**

Interoffice Mail Address: **SFPD Fiscal, 850 Bryant Street, Rm 555**

Certified copy required Yes ☐ No ☒

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective March 2005)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **FEMA Port Security Grant Program - FY 2011**

2. Department: **San Francisco Police Department**

3. Contact Person: **Dana Lang** Telephone: **415-553-1120**

4. Grant Approval Status (check one):

   [x] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: **$1,016,000**

6a. Matching Funds Required: N/A

b. Source(s) of matching funds (if applicable): N/A

7a. Grant Source Agency: **Federal Emergency Management Agency (FEMA)**

b. Grant Pass-Through Agency (if applicable): **Marine Exchange of the San Francisco Bay Region**

8. Proposed Grant Project Summary: **Funds will be used to purchase security equipment, including a maritime preventive radiological nuclear detection system, a vessel-mounted SeaFLIR system, and a vessel-mounted camera system**

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

   Start-Date: **January 31, 2012** End-Date: **June 30, 2014**

10a. Amount budgeted for contractual services: **0**

b. Will contractual services be put out to bid? **No**

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? **N/A**

d. Is this likely to be a one-time or ongoing request for contracting out? **N/A**

11a. Does the budget include indirect costs? [ ] Yes [**x**] No

b1. If yes, how much? $
b2. How was the amount calculated?

c. If no, why are indirect costs not included?
[x] Not allowed by granting agency [ ] To maximize use of grant funds on direct services
[ ] Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs? **$4,000**

12. Any other significant grant requirements or comments: **No**

****Disability Access Checklist*****

13. This Grant is intended for activities at (check all that apply):

[X] Existing Site(s)	**[X] Existing Structure(s)**	**[x] Existing Program(s) or Service(s)**
[ ] Rehabilitated Site(s)	[ ] Rehabilitated Structure(s)	[ ] New Program(s) or Service(s)
[ ] New Site(s)	[ ] New Structure(s)	

14. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: _____
(Name)

Date Reviewed: 2-13-12

Department Approval: Gregory P. Suhr (Name) Chief of Police (Title)

_____
(Signature)

PORT SECURITY GRANT PROGRAM - FY 2011 Project List - SFPD

CFDA No. 97.056

Item #	FY 2011 Grants	Budget
1	Vessel Mounted SeaFLIR System	$320,000
2	Maritime Preventive Radiological/Nuclear Detection Syst	$675,000
3	MDA Vessel Mounted Camera Systems	$21,000
	SFPD - Total PSGP Funds	**$1,016,000**

M E FOUNDED 1849

MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION

505 Beach Street, Suite 300
San Francisco, CA 94133-1131

phone: (415) 441-6600
fax: (415) 441-1025

website: www.sfmx.org
email: info@sfmx.org

January 17, 2012

Ms. Dana Lang
Grant Unit Manager
San Francisco Police Department
850 Bryant Street, Room 511
San Francisco CA 94103

RE: PSGP FY 2011 – Grant Award #EMW-2011-PU-K00351
SF Bay Region IJ Project #26 – San Francisco Police Department – MDA Vessel Mounted Camera System
(Federal Match Value: $21,000.00 USD)

Dear Dana:

I am pleased to inform you that your project submitted under the FEMA 2011 Port Security Grant Program has received preliminary approval.

Enclosed please find two copies of the Sub-Grantee Agreement between the Marine Exchange of the San Francisco Bay Region acting as Fiduciary Agent and your organization. Please sign both documents and return one of the original documents to the Marine Exchange of the San Francisco Bay Region, 505 Beach Street, Suite 300, San Francisco, CA 94133. The Sub-Grantee agreement must be signed and returned to the Marine Exchange of the San Francisco Bay Region.

Once we receive your signed Sub-Grantee Agreement and final approval has been received from FEMA, you will receive a confirmation letter allowing you to proceed with your project.

The performance period for this grant ends June 30, 2014. If you have any concerns about your ability to complete your project before this date, please contact me.

Again, congratulations. If you have any questions or concerns, please contact me via email at grants@sfmx.org or by phone at 415.254.2213.

I look forward to working with you.

Sincerely,

Captain Lynn Korwatch
Executive Director
Marine Exchange of the San Francisco Bay Region

FOUNDED 1849

MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION

505 Beach Street, Suite 300
San Francisco, CA 94133-1131

phone: (415) 441-6600
fax: (415) 441-1025

website: www.sfmx.org
email: info@sfmx.org

January 17, 2012

Chief Gregory P. Suhr
Chief of Police
San Francisco Police Department
850 Bryant Street
San Francisco, CA 94103

RE: Port Security Grant Program (PSGP)
SFMX PSGP Procurement and Purchasing Policies and Procedures Requirement

Dear Chief Suhr:

All Sub-Grantee Agreements require that any recipient of PSGP funds must follow the guidelines established in the SFMX PSGP Procurement and Purchasing Policies and Procedures document. As stated in Section 3 of the Sub Grantee Agreement, waiver of this requirement can be made if the Sub Grantee can demonstrate that federal procurement guidelines are satisfied by an existing internal document.

I have reviewed the procurement and purchasing policies and procedures guidelines established by the City and County of San Francisco and have determined that such a waiver exists for all monies funded to the San Francisco Police Department. All references in the Sub-Grantee Agreement to SFMX PSGP Procurement and Purchasing Policies and Procedures are waived.

Sincerely,

Rob B. Strahan
Chief Financial Officer

SUB-GRANTEE AGREEMENT

Between

THE MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION (SFMX) as PORT SECURITY GRANT PROGRAM (PSGP) FIDUCIARY AGENT (FA) and DIRECT GRANTEE (DG)

And

SAN FRANCISCO POLICE DEPARTMENT

As SUB-GRANTEE (SG)

This SUB-GRANTEE AGREEMENT is made and entered into by and between the Marine Exchange of the San Francisco Bay Region (SFMX) and San Francisco Police Department (Sub-Grantee organization).

WHEREAS, the SFMX has been appointed by the Federal Emergency Management Agency (FEMA) on behalf of the Department of Homeland Security (DHS), to act as the Fiduciary Agent for the administration and management of the Port Security Grant Program for FY2007Sup, 2008, 2009 and 2010, and

WHEREAS appointment as FA requires the SFMX to validate and monitor the progress and compliance of projects funded by FEMA under the Port Security Grants Program. The FA is to submit supporting documentation to FEMA for execution and completion of said projects, and

WHEREAS, the Sub- Grantee will be planning, developing and executing their Project as defined by their Investment Justification (IJ) package as described in Attachment "A" of this Agreement. The IJ's have been submitted to the FA; validated by USCG Sector San Francisco and approved by FEMA for a sub-grant which is not to exceed USD $21,000.00; and

WHEREAS, the SFMX as FA, will act as the direct representative for FEMA in managing disbursement of grant funds expended by Sub-Grantee in implementing their Project(s): and

WHEREAS, the purpose of this Agreement is to define the relationship between the FA and Sub-Grantee with respect to Sub-Grantee's activities implementing the Project and the FA administering and managing reimbursement of expenditures for same;

ACCORDINGLY, the parties agree as follows:

1. Sub-Grantee agrees to implement this project within sixty (60) days following the effective date of the grant award or this Agreement may be subject to cancellation. Notice of grant award may be by electronic or other written means at the discretion of the Fiduciary Agent. Evidence of project implementation is to be reported within the first sixty (60) days, and may include, but is not limited to, schedule of values or project time line, notices to governing boards or agencies of project award, advice memorandum, written and/or electronic project communications, development and issue of solicitation announcements, contracting documents, and purchase orders or similar documents acceptable to the Fiduciary Agent as evidence of compliance.

2. Sub-Grantee shall comply with all federal statutes, regulations and guidance applicable to administration of the Port Security Grant Program including but not limited to
   - 2 C.F.R. subtitle A
   - 44 C.F.R. Part 13
   - Office of Management and Budget (OMB) Circulars, as applicable
   - A-21 Cost Principles for Educational Institutions
   - A-87 Cost Principles for State, Local and Indian Tribal Governments
   - A-122 Cost Principles for Non-Profit Organizations
   - A-102 Uniform Administrative Requirements for Grants and Agreements with State and Local Governments
   - A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
   - 48 C.F.R. Part 31 et. seq. Contract Cost Principles and Procedures.

   Sub-Grantee shall assure that these conditions apply to all recipients of funds.

3. The Sub-Grantee has demonstrated that the Federal procurement guidelines can be satisfied by the procurement and purchasing policies and procedures guidelines established by the City and County of San Francisco. Therefore, the San Francisco Marine Exchange waives all requirements set forth in the "SFMX PSGP Procurement and Purchasing Policies and Procedures Manual.

4. Upon receiving the invoices, the FA shall be authorized to review Sub-Grantee's request for reimbursement. The FA will also be authorized to request additional information or clarification from Sub-Grantee. Such a response shall not be unreasonably withheld by Sub-Grantee, but in no case shall the FA be compelled to pay said invoices until the requested clarifications are made or additional information is received, accepted and approved by the FA.

5. For the purposes of meeting federal audit requirements, Sub-Grantee agrees to comply with requirements of OMB Circular A-133 for States, Local Governments and Non-Profits.

6. Sub-Grantee agrees to submit, at such times and in such form as the FA may request, activity reports on the Sub-Award and the Project. Sub-Grantee shall submit quarterly operational summaries and financial reports no later than the 15th day of January, April, July and October; and the Semi-Annual Progress Reports by the 15th of January and July during each year this Agreement. The final progress report must be filed with the FA within thirty (30) days after the termination of the last year of the Federal Award. The FA must receive the final progress report prior to the final cost report being paid.

7. No contract or agreement may be entered into by Sub-Grantee for execution of Project activities or provision of services to the Project that are not incorporated in the approved application other than purchase of supplies or standard commercial or maintenance services. All contracts and agreements shall provide that Sub-Grantee shall retain ultimate control and responsibility for the proper execution of the Project and that these Contract conditions as detailed herein will also fully apply and bind the contractor, consultant or vendor. In any case, where Sub-Grantee enters into a contract with third parties, the SFMX is not a party to such a contract and shall not be obligated or liable for any breach of contract or other action in law to any party other than the original Sub-Grantee under the specific terms of this Agreement.

8. Upon approval of acceptable invoices for services, equipment and work validated and performed, the FA agrees to reimburse Sub-Grantee for actual expenditures made related to the Project, which in no case may exceed the federal funds amount awarded to Sub-Grantee at the time of approval of Sub-Grantee's IJ by FEMA as provided for in Attachment "A".

9. In entering into this Agreement, it is implicitly agreed between both signatories that the FA is not under any obligation to reimburse the Sub-Recipient for any amounts not received by the FA from FEMA, for what so ever reason.

10. Sub-Grantee shall indemnify, defend and hold harmless the FA and its officers, directors, employees and agents, from and against all liability, loss, cost or expense (including attorney's fees) by reason of liability imposed upon the FA, arising out of or related to Sub-Grantee 's performance under this Agreement, whether caused by or contributed to by the FA or any other party indemnified herein, including but not limited to any malfeasance, negligent or intentional acts of Sub-Grantee , its officers, agents or employees or its subcontractors or their agents and employees, unless such a loss is caused solely by the malfeasance or negligence of the FA, its officers, directors, employees or agents.

11. It is understood by both signatories to this Agreement, that this Agreement shall remain in effect in accordance with the terms and conditions of the Grant Award, but in no event longer than the statutory provision of 5 years or less as may be determined by the grant performance period following the execution by both parties.

12. All notices, requests, demands and other communications required or permitted to be made under this Agreement shall be in writing and shall be given by personal delivery, by certified mail, return receipt requested, first class postage prepaid, or by nationally recognized overnight delivery service, in each case addressed to the signed party below at the address specified. Either party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section. Notice shall be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent by certified mail; and if sent by nationally recognized overnight delivery service, on the next business day.

If to the Marine Exchange:

Marine Exchange of the San Francisco Bay Region
Captain Lynn Korwatch, Executive Director
505 Beach Street, Suite 300
San Francisco, CA 94133-1131

If to Sub-Grantee:

San Francisco Police Department
850 Bryant Street, Room 511
San Francisco CA 94103

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below their signatures.

The Marine Exchange of the
San Francisco Bay Region

By: _____

Dated: 1/17/2012

Chief Gregory P. Suhr
San Francisco Police Department

By: _____

Dated: 1/31/12

Approved as to Form
Dennis J. Herrera
City Attorney

_____
Katherine Porter, Deputy City Attorney

ATTACHMENT "A"

FINAL APPROVED
PROJECT INVESTMENT JUSTIFICATION AND BUDGET

PSGP FY 2011 Investment Justification Template

As part of the FY 2011 PSGP application process, applicants must develop a formal Investment Justification that addresses each initiative being proposed for funding. A separate Investment Justification should be submitted for each proposed project. Each entity within a Group III or All Other Port Area may apply for up to three projects. Due to the nature of the Fiduciary Agent (FA) process, FA's are not limited to three projects. Investment Justifications must demonstrate how proposed projects address gaps and deficiencies in current programs and capabilities. The Investment Justification must demonstrate the ability to provide enhancements consistent with the purpose of the program and guidance provided by FEMA. Applicants must ensure that the Investment Justification is consistent with all applicable requirements outlined in the application kit.

INVESTMENT HEADING	
Port Area	San Francisco Bay
State	California
Applicant Organization	San Francisco Police Department
Investment Name	MDA Vessel Mounted Camera Systems
Investment Amount	$ 21,000

I. BACKGROUND

Note: This section only needs to be completed once per application, regardless of the number of investments proposed. The information in this section provides background and context for the investment(s) requested, but does not represent the evaluation criteria used by DHS for rating individual investment proposals.

I. Provide an overview of the port system in which this Investment will take place	
Response Type	Narrative
Page Limit	Not to exceed 1 page
Response	• Area of Operations: San Francisco Bay Region o COTP Zone: San Francisco Bay - 11 o Eligible port area: Port of San Francisco o Location of project site: All waterways and land areas immediately adjacent to the San Francisco Bay, attached waterways, and the Port of San Francisco; mobile project o Infrastructure ownership: The Port of San Francisco is owned by all relevant private entities and the City and County of San Francisco • Point(s) of contact for organization: o Authorizing Official: Chief of Police Greg Suhr, 415-553-1551 greg.suhr@sfgov.org o Primary point of contact for management of this project: Sgt Keith Matthews, 415-409-1020, keith.matthews@sfgov.org • Ownership or Operation: o Applicant is: Local Agency, San Francisco Police Department, Homeland Security Unit-Marine Unit • Role in providing layered protection of regulated entities: o The SFPD Marine Unit responsibilities include securing The Port of San Francisco ferry and cruise ship terminals and facilities, as well as working in conjunction with all Regional Ports, the United States Coast Guard and other allied agencies for a multi-layered security approach to protection of transiting and dock side vessels including: Cargo ships; tanker ships; barges; ferries; and cruise ships within the San Francisco Bay. The Marine Unit responds to CBRNE/WMD threats or attacks of these entities through Rad/Nuc survey and detection, lethal force capable response, threat containment, entity security zone enforcement, EOD surface and subsurface threat mitigation, and general security oversight via waterborne assets.

I. Provide an overview of the port system in which this Investment will take place

Response Type	Narrative
Page Limit	Not to exceed 1 page

- Roles, Responsibilities and Important features:
  - The San Francisco Police Department Marine Unit is a applying for membership of the AMSC and is a key agency in the "Northern California AMSP", as well as the "San Francisco Bay and River Delta Region-Wide Strategic Rick Management/Mitigation and Port Trade Resumption/Resiliency Plans," due to its assets. The Unit patrols 64 square miles of City and County of San Francisco waterways, including six marinas with over 2,500 vessels. Our AOR includes 13 MTSA regulated facilities and movement of 6200 regulated vessels annually. 61 command officers have completed ICS 100-400; 156 supervising officers, ICS 100, 200, 700, 800; and 1206 officers, ICS 100 and 700.
    San Francisco Bay is the largest harbor on the West Coast of the United States and has the largest number of yearly permitted events west of the Mississippi River. Our waterways consist of heavy commercial activity ranging from tour boats, passenger ferry systems, and cruise ship arrivals and departures to numerous piers. The largest western states commercial fishing fleet is based at Hyde Street Commercial Harbor. The Golden Gate Bridge is the gateway to International vessel traffic. Duties of the Marine Unit include: Enforcement of State and local measures for the regulation of boating activities; daily patrols of nationally identified Critical Infrastructure located on our waterfront to prevent and deter terrorist activity, including CBRNE threats to critical ferry and cruise terminals, bridges, mass transit sub-Bay ventilation and large public gathering venues; providing safety and security to the Bay region and its numerous transiting Port traffic vessels; the enforcement of on-the-water recreational boating activities; inspection of vessels; supervision/security of organized water events; Search and Rescue operations; and recovery and preliminary investigation of deaths on the water due to homicide, suicide and accident. Additionally, Marine Unit officers provide: Maritime radiation detection; surface and subsurface response capabilities in event of a CRBNE/WMD threat or attack; Tactical response platforms for EOD and SWAT teams; and dedicated waterborne assets in the event of a natural disaster.
- Ferry System Data:
  - Passenger ferry system including Alameda, San Francisco, Marin and Solano counties; service provided by numerous providers; 66,290 annual transits.

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II. STRATEGIC AND PROGRAM PRIORITIES

II.A. Provide a brief abstract of the Investment (List just ONE Investment)

Response Type	Narrative
Page Limit	Not to exceed ½ page
Response Instructions	Provide a succinct statement summarizing this investment
Response	MDA vessel mounted camera system This system would include four solid mounted, night-vision video cameras mounted on vessels at various directions, with a digital recording storage device and wireless transmission capability. These cameras would collect the various viewpoints from the vessel during Critical Infrastructure patrols, or at the scene of a CBRNE/WMD incident, and allow on-board digital recording of the water level activity. It would also allow connectivity to an existing on-board wireless system for transmission of the live video to both command/control and follow on resources, either land or water based. Stored video could be downloaded to portable media or transmitted to a remote location of analysis against baseline inspections for anomalies, thereby increasing marine domain awareness.

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II.B. Describe how the Investment will address one or more of the PSGP priorities and Area Maritime Security Plan or COTP Priorities (how it corresponds with PRMP for Group I and II)	
Response Type	Narrative
Page Limit	Not to exceed ½ page

Response Instructions	• Describe how, and the extent to which, the investment addresses
	  ○ Enhancement of Maritime Domain Awareness
	  ○ Enhancement of IED and WMD prevention, protection, response and recovery capabilities
	  ○ Training and exercises
	  ○ Efforts supporting the implementation of TWIC
	• Area Maritime Security Plan and/or Captain of the Port Priorities

Response	This project increases Maritime Domain Awareness and security surveillance by providing four-directional viewing and video recording of maritime patrol and incident activities from vessel platforms. This system is a force multiplier by allowing passing of on-scene video surveillance and operations from a vessel perspective, which can be transmitted real-time to additional response assets, as well as command and control centers. This investment directly addresses AMSP and Regional Strategic Risk Mitigation Plan initiatives by: • Increasing interoperability of allied agencies through by allowing rapid sharing of videographic information gathered from on-scene assets and provided to responding assets; • Increasing preparedness, deterrence and response to IED and WMD threats through constant inspection and oversight of Critical Infrastructure from a moving waterborne platform, which can be compared to prior baseline inspections for anomaly detection; • Increasing visual detection and subsequent mitigation of CBRNE threats; • Enhancing regional maritime surveillance capabilities with equipment capable of inspection and oversight of Critical Infrastructure;

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III. IMPACT

III.A. Describe how the project offers the highest risk reduction potential at the least cost.	
Response Type	Narrative
Page Limit	Not to exceed ½ page
Response Instructions	• Discuss how the project will reduce risk in a cost effective manner ◦ Discuss how this investment will reduce risk (e.g., reduce vulnerabilities or mitigate the consequences of an event) by addressing the needs and priorities identified in earlier analysis and review.
Response	Risk is reduced to the identified critical regional infrastructure through four-directional video capture from a moving waterside patrol platform, which can be compared and analyzed for anomalies. It can also capture and transmit real-time video feeds from CBRNE/WMD threat incidents back to land based command and control centers for analysis, in order to better deploy necessary follow on resources. Additionally, properly equipped responding assets can view changing conditions in order to effectively alter their response if necessary. This allows increased efficiency of limited assets, and ensures domain awareness in real-time from any connected location. The night vision capabilities of the cameras reduce oversight due to low light. The expansive Bay region contains numerous vulnerable targets that support commerce, transportation and communication structures along and over the water. This dictates the need for their protection through regular waterfront patrols and inspections of these structures. Anomaly detection through real time to baseline video-comparison ensures a higher level of security of these critical port features. This vessel based system allows video detection/inspection of threats from any water accessible location, thereby covering gaps of waterfront locations where stationary cameras are not feasible.

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III.B. Describe current capabilities similar to this Investment

Response Type	Narrative
Page Limit	Not to exceed ½ page
Response Instructions	• Describe how many agencies within the port have existing equipment that are the same or have similar capacity as the proposed project • Include the number of existing capabilities within the port that are identical or equivalent to the proposed project
Response	There are no other known agencies within the port that have any multi-directional vessel mounted video recording and transmitting capabilities. There are numerous stationary mounted video surveillance cameras, which do not allow for repositioning of water-level viewpoints to another regional location.

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IV. FUNDING & IMPLEMENTATION PLAN

- Complete the IV.A. to identify the amount of funding you are requesting for this investment only
- Funds should be requested by allowable cost categories as identified below
- Applicants must make funding requests that are reasonable and justified by direct linkages to activities outlined in this particular Investment

Note: Investments will be evaluated on the expected impact on security relative to the amount of the investment (i.e., cost effectiveness). An itemized Budget Detail Worksheet and Budget Narrative must also be completed for this investment. See following section for a sample format.

The template below illustrates how the applicants should indicate the amount of FY 2011 PSGP funding required for the investment, how these funds will be allocated across the cost elements, and the required cash or in-kind match:

IV.A. Investment Funding Plan	FY 2011 PSGP Request Total	Match (Optional)	GRAND TOTAL
Maritime Domain Awareness	$21,000		$ 21,000
IED and WMD Prevention, Protection, Response and Recovery Capabilities			$ -
Training			$ -
Exercises			$ -
TWIC Implementation			$ -
Operational Packages (OPacks)			$ -
M&A			$ -
TOTAL	$21,000	$0	$21,000

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IV.B. Provide a high-level timeline, milestones and dates, for the implementation of this investment such as stakeholder engagement, planning, major acquisitions or purchases, training, exercises, and process/policy updates. Up to 10 milestones may be provided.	
Response Type	Narrative
Page Limit	Not to exceed 1 page
Response Instructions	1. Begin procurement process (March 2012) 2. Bid process per City of San Francisco law begins (April 2012) 3. Bid awarded and equipment procurement begins (May 2012) 4. Receive completed project equipment (August 2012) 5. Project Completion (August 2012)

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V. CONTACT INFORMATION

PROVIDE PROJECT CONTACT INFORMATION	
PROJECT SITE ADDRESS	Mobile Project Vessel to be docked at San Francisco Police Department facility Marine Unit, 2951 Hyde Street, San Francisco
PRIMARY CONTACT	Sergeant Keith Matthews San Francisco Police Department, Marine Unit - HSU 850 Bryant Street San Francisco, CA 94103 415-409-1020 o 415-378-5402 c Keith.Matthews@sfgov.org
SECONDARY CONTACT	Dana Lang San Francisco Police Department 850 Bryant Street San Francisco, CA 94103 415-553-1120 Dana.Lang@sfgov.org
PROJECT MANAGER	Sergeant Keith Matthews San Francisco Police Department, Marine Unit - HSU 850 Bryant Street San Francisco, CA 94103 415-409-1020 o 415-378-5402 c Keith.Matthews@sfgov.org

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FOUNDED 1849

MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION

505 Beach Street, Suite 300
San Francisco, CA 94133-1131

phone: (415) 441-6600
fax: (415) 441-1025

website: www.sfmx.org
email: info@sfmx.org

January 17, 2012

Ms. Dana Lang
General Unit Manager
San Francisco Police Department
850 Bryant Street, Room 511
San Francisco CA 94103

RE: PSGP FY 2011 – Grant Award #EMW-2011-PU-K00351
SF Bay Region IJ Project #13 – San Francisco Police Department – Vessel Mounted SeaFLIR System
(Federal Match Value: $320,000.00 USD)

Dear Dana:

I am pleased to inform you that your project submitted under the FEMA 2011 Port Security Grant Program has received preliminary approval.

Enclosed please find two copies of the Sub-Grantee Agreement between the Marine Exchange of the San Francisco Bay Region acting as Fiduciary Agent and your organization. Please sign both documents and return one of the original documents to the Marine Exchange of the San Francisco Bay Region, 505 Beach Street, Suite 300, San Francisco, CA 94133. The Sub-Grantee agreement must be signed and returned to the Marine Exchange of the San Francisco Bay Region.

Once we receive your signed Sub-Grantee Agreement and final approval has been received from FEMA, you will receive a confirmation letter allowing you to proceed with your project.

The performance period for this grant ends June 30, 2014. If you have any concerns about your ability to complete your project before this date, please contact me.

Again, congratulations. If you have any questions or concerns, please contact me via email at grants@sfmx.org or by phone at 415.254.2213.

I look forward to working with you.

Sincerely,

Captain Lynn Korwatch
Executive Director
Marine Exchange of the San Francisco Bay Region

FOUNDED 1849

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505 Beach Street, Suite 300
San Francisco, CA 94133-1131

phone: (415) 441-6600
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website: www.sfmx.org
email: info@sfmx.org

January 17, 2012

Chief Gregory P. Suhr
Chief of Police
San Francisco Police Department
850 Bryant Street
San Francisco, CA 94103

RE: Port Security Grant Program (PSGP)
SFMX PSGP Procurement and Purchasing Policies and Procedures Requirement

Dear Chief Suhr:

All Sub-Grantee Agreements require that any recipient of PSGP funds must follow the guidelines established in the SFMX PSGP Procurement and Purchasing Policies and Procedures document. As stated in Section 3 of the Sub Grantee Agreement, waiver of this requirement can be made if the Sub Grantee can demonstrate that federal procurement guidelines are satisfied by an existing internal document.

I have reviewed the procurement and purchasing policies and procedures guidelines established by the City and County of San Francisco and have determined that such a waiver exists for all monies funded to the San Francisco Police Department. All references in the Sub-Grantee Agreement to SFMX PSGP Procurement and Purchasing Policies and Procedures are waived.

Sincerely,

Rob B. Strahan
Chief Financial Officer

SUB-GRANTEE AGREEMENT

Between

THE MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION (SFMX) as PORT SECURITY GRANT PROGRAM (PSGP) FIDUCIARY AGENT (FA) and DIRECT GRANTEE (DG)

And

SAN FRANCISCO POLICE DEPARTMENT

As SUB-GRANTEE (SG)

This SUB-GRANTEE AGREEMENT is made and entered into by and between the Marine Exchange of the San Francisco Bay Region (SFMX) and San Francisco Police Department (Sub-Grantee organization).

WHEREAS, the SFMX has been appointed by the Federal Emergency Management Agency (FEMA) on behalf of the Department of Homeland Security (DHS), to act as the Fiduciary Agent for the administration and management of the Port Security Grant Program for FY2007Sup, 2008, 2009 and 2010, and

WHEREAS appointment as FA requires the SFMX to validate and monitor the progress and compliance of projects funded by FEMA under the Port Security Grants Program. The FA is to submit supporting documentation to FEMA for execution and completion of said projects, and

WHEREAS, the Sub- Grantee will be planning, developing and executing their Project as defined by their Investment Justification (IJ) package as described in Attachment "A" of this Agreement. The IJ's have been submitted to the FA; validated by USCG Sector San Francisco and approved by FEMA for a sub-grant which is not to exceed USD $320,000.00; and

WHEREAS, the SFMX as FA, will act as the direct representative for FEMA in managing disbursement of grant funds expended by Sub-Grantee in implementing their Project(s): and

WHEREAS, the purpose of this Agreement is to define the relationship between the FA and Sub-Grantee with respect to Sub-Grantee's activities implementing the Project and the FA administering and managing reimbursement of expenditures for same;

ACCORDINGLY, the parties agree as follows:

1. Sub-Grantee agrees to implement this project within sixty (60) days following the effective date of the grant award or this Agreement may be subject to cancellation. Notice of grant award may be by electronic or other written means at the discretion of the Fiduciary Agent. Evidence of project implementation is to be reported within the first sixty (60) days, and may include, but is not limited to, schedule of values or project time line, notices to governing boards or agencies of project award, advice memorandum, written and/or electronic project communications, development and issue of solicitation announcements, contracting documents, and purchase orders or similar documents acceptable to the Fiduciary Agent as evidence of compliance.

2. Sub-Grantee shall comply with all federal statutes, regulations and guidance applicable to administration of the Port Security Grant Program including but not limited to
   - 2 C.F.R. subtitle A
   - 44 C.F.R. Part 13
   - Office of Management and Budget (OMB) Circulars, as applicable
   - A-21 Cost Principles for Educational Institutions
   - A-87 Cost Principles for State, Local and Indian Tribal Governments
   - A-122 Cost Principles for Non-Profit Organizations
   - A-102 Uniform Administrative Requirements for Grants and Agreements with State and Local Governments
   - A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
   - 48 C.F.R. Part 31 et. seq. Contract Cost Principles and Procedures.

   Sub-Grantee shall assure that these conditions apply to all recipients of funds.

3. The Sub-Grantee has demonstrated that the Federal procurement guidelines can be satisfied by the procurement and purchasing policies and procedures guidelines established by the City and County of San Francisco. Therefore, the San Francisco Marine Exchange waives all requirements set forth in the "SFMX PSGP Procurement and Purchasing Policies and Procedures Manual.

4. Upon receiving the invoices, the FA shall be authorized to review Sub-Grantee's request for reimbursement. The FA will also be authorized to request additional information or clarification from Sub-Grantee. Such a response shall not be unreasonably withheld by Sub-Grantee, but in no case shall the FA be compelled to pay said invoices until the requested clarifications are made or additional information is received, accepted and approved by the FA.

5. For the purposes of meeting federal audit requirements, Sub-Grantee agrees to comply with requirements of OMB Circular A-133 for States, Local Governments and Non-Profits.

6. Sub-Grantee agrees to submit, at such times and in such form as the FA may request, activity reports on the Sub-Award and the Project. Sub-Grantee shall submit quarterly operational summaries and financial reports no later than the 15th day of January, April, July and October; and the Semi-Annual Progress Reports by the 15th of January and July during each year this Agreement. The final progress report must be filed with the FA within thirty (30) days after the termination of the last year of the Federal Award. The FA must receive the final progress report prior to the final cost report being paid.

7. No contract or agreement may be entered into by Sub-Grantee for execution of Project activities or provision of services to the Project that are not incorporated in the approved application other than purchase of supplies or standard commercial or maintenance services. All contracts and agreements shall provide that Sub-Grantee shall retain ultimate control and responsibility for the proper execution of the Project and that these Contract conditions as detailed herein will also fully apply and bind the contractor, consultant or vendor. In any case, where Sub-Grantee enters into a contract with third parties, the SFMX is not a party to such a contract and shall not be obligated or liable for any breach of contract or other action in law to any party other than the original Sub-Grantee under the specific terms of this Agreement.

8. Upon approval of acceptable invoices for services, equipment and work validated and performed, the FA agrees to reimburse Sub-Grantee for actual expenditures made related to the Project, which in no case may exceed the federal funds amount awarded to Sub-Grantee at the time of approval of Sub-Grantee's IJ by FEMA as provided for in Attachment "A".

9. In entering into this Agreement, it is implicitly agreed between both signatories that the FA is not under any obligation to reimburse the Sub-Recipient for any amounts not received by the FA from FEMA, for what so ever reason.

10. Sub-Grantee shall indemnify, defend and hold harmless the FA and its officers, directors, employees and agents, from and against all liability, loss, cost or expense (including attorney's fees) by reason of liability imposed upon the FA, arising out of or related to Sub-Grantee 's performance under this Agreement, whether caused by or contributed to by the FA or any other party indemnified herein, including but not limited to any malfeasance, negligent or intentional acts of Sub-Grantee , its officers, agents or employees or its subcontractors or their agents and employees, unless such a loss is caused solely by the malfeasance or negligence of the FA, its officers, directors, employees or agents.

11. It is understood by both signatories to this Agreement, that this Agreement shall remain in effect in accordance with the terms and conditions of the Grant Award, but in no event longer than the statutory provision of 5 years or less as may be determined by the grant performance period following the execution by both parties.

12. All notices, requests, demands and other communications required or permitted to be made under this Agreement shall be in writing and shall be given by personal delivery, by certified mail, return receipt requested, first class postage prepaid, or by nationally recognized overnight delivery service, in each case addressed to the signed party below at the address specified. Either party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section. Notice shall be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent by certified mail; and if sent by nationally recognized overnight delivery service, on the next business day.

If to the Marine Exchange:

Marine Exchange of the San Francisco Bay Region
Captain Lynn Korwatch, Executive Director
505 Beach Street, Suite 300
San Francisco, CA 94133-1131

If to Sub-Grantee:

San Francisco Police Department
850 Bryant Street, Room 511
San Francisco CA 94103

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below their signatures.

The Marine Exchange of the
San Francisco Bay Region

By: _____

Dated: 1/17/2012

Chief Gregory P. Suhr
San Francisco Police Department

By: _____

Dated: 1/31/12

Approved as to Form
Dennis J. Herrera
City Attorney

_____
Katherine Porter, Deputy City Attorney

ATTACHMENT "A"

FINAL APPROVED
PROJECT INVESTMENT JUSTIFICATION AND BUDGET

MARINE EXCHANGE

PSGP FY 2011 Investment Justification Template

As part of the FY 2011 PSGP application process, applicants must develop a formal Investment Justification that addresses each initiative being proposed for funding. A separate Investment Justification should be submitted for each proposed project. Each entity within a Group III or All Other Port Area may apply for up to three projects. Due to the nature of the Fiduciary Agent (FA) process, FA's are not limited to three projects. Investment Justifications must demonstrate how proposed projects address gaps and deficiencies in current programs and capabilities. The Investment Justification must demonstrate the ability to provide enhancements consistent with the purpose of the program and guidance provided by FEMA. Applicants must ensure that the Investment Justification is consistent with all applicable requirements outlined in the application kit.

INVESTMENT HEADING	
Port Area	San Francisco Bay
State	California
Applicant Organization	San Francisco Police Department
Investment Name	Vessel Mounted SeaFLIR System
Investment Amount	$ 320,000

I. BACKGROUND

Note: This section only needs to be completed once per application, regardless of the number of investments proposed. The information in this section provides background and context for the investment(s) requested, but does not represent the evaluation criteria used by DHS for rating individual investment proposals.

I. Provide an overview of the port system in which this investment will take place	
Response Type	Narrative
Page Limit	Not to exceed 1 page
Response	• Area of Operations: San Francisco Bay Region o COTP Zone: San Francisco Bay - 11 o Eligible port area: Port of San Francisco o Location of project site: All waterways and land areas immediately adjacent to the San Francisco Bay, attached waterways, and the Port of San Francisco; mobile project o Infrastructure ownership: The Port of San Francisco is owned by all relevant private entities and the City and County of San Francisco • Point(s) of contact for organization: o Authorizing Official: Chief of Police Greg Suhr, 415-553-1551 greg.suhr@sfgov.org o Primary point of contact for management of this project: Sgt Keith Matthews, 415-409-1020, keith.matthews@sfgov.org • Ownership or Operation: o Applicant is: Local Agency, San Francisco Police Department, Homeland Security Unit-Marine Unit • Role in providing layered protection of regulated entities: o The SFPD Marine Unit responsibilities include securing The Port of San Francisco ferry and cruise ship terminals and facilities, as well as working in conjunction with all Regional Ports, the United States Coast Guard and other allied agencies for a multi-layered security approach to protection of transiting and dock side vessels including: Cargo ships; tanker ships; barges; ferries; and cruise ships within the San Francisco Bay. The Marine Unit responds to CBRNE/WMD threats or attacks of these entities through Rad/Nuc survey and detection, lethal force capable response, threat containment, entity security zone enforcement, EOD surface and subsurface threat mitigation, and general security oversight via waterborne assets.

I. Provide an overview of the port system in which this Investment will take place

Response Type	Narrative
Page Limit	Not to exceed 1 page

- Roles, Responsibilities and Important features:
  - The San Francisco Police Department Marine Unit is a applying for membership of the AMSC and is a key agency in the "Northern California AMSP", as well as the "San Francisco Bay and River Delta Region-Wide Strategic Rick Management/Mitigation and Port Trade Resumption/Resiliency Plans," due to its assets. The Unit patrols 64 square miles of City and County of San Francisco waterways, including six marinas with over 2,500 vessels. Our AOR includes 13 MTSA regulated facilities and movement of 6200 regulated vessels annually. 61 command officers have completed ICS 100-400; 156 supervising officers, ICS 100, 200, 700, 800; and 1206 officers, ICS 100 and 700.
    San Francisco Bay is the largest harbor on the West Coast of the United States and has the largest number of yearly permitted events west of the Mississippi River. Our waterways consist of heavy commercial activity ranging from tour boats, passenger ferry systems, and cruise ship arrivals and departures to numerous piers. The largest western states commercial fishing fleet is based at Hyde Street Commercial Harbor. The Golden Gate Bridge is the gateway to International vessel traffic. Duties of the Marine Unit include: Enforcement of State and local measures for the regulation of boating activities; daily patrols of nationally identified Critical Infrastructure located on our waterfront to prevent and deter terrorist activity, including CBRNE threats to critical ferry and cruise terminals, bridges, mass transit sub-Bay ventilation and large public gathering venues; providing safety and security to the Bay region and its numerous transiting Port traffic vessels; the enforcement of on-the-water recreational boating activities; inspection of vessels; supervision/security of organized water events; Search and Rescue operations; and recovery and preliminary investigation of deaths on the water due to homicide, suicide and accident. Additionally, Marine Unit officers provide: Maritime radiation detection; surface and subsurface response capabilities in event of a CRBNE/WMD threat or attack; Tactical response platforms for EOD and SWAT teams; and dedicated waterborne assets in the event of a natural disaster.
- Ferry System Data:
  - Passenger ferry system including Alameda, San Francisco, Marin and Solano counties; service provided by numerous providers; 66,290 annual transits.

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II. STRATEGIC AND PROGRAM PRIORITIES

II.A. Provide a brief abstract of the Investment (List just ONE Investment)

Response Type	Narrative
Page Limit	Not to exceed ½ page
Response Instructions	Provide a succinct statement summarizing this Investment
Response	Vessel mounted SeaFLIR II system This project is for purchase and installation of one all weather, gyro-stabilized, forward looking infrared and visual camera system. Mounted to a vessel, this system will interface with existing navigation systems and computer transmissions equipment to provide a target identification and automatic tracking system picture, which can be viewed or transmitted wirelessly to other assets and command/control personnel. The system includes distance to target information for the operator, and relational navigation information for better acquisition of victims, suspects, or confirmed threats.

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II.B. Describe how the Investment will address one or more of the PSGP priorities and Area Maritime Security Plan or COTP Priorities (how it corresponds with PRMP for Group I and II)	
Response Type	Narrative
Page Limit	Not to exceed ½ page
Response Instructions	• Describe how, and the extent to which the investment addresses: ○ Enhancement of Maritime Domain Awareness ○ Enhancement of IED and WMD prevention, protection, response and recovery capabilities ○ Training and exercises ○ Efforts supporting the implementation of TWIC • Area Maritime Security Plan and/or Captain of the Port Priorities
Response	This investment increases Maritime Domain Awareness by both the increased frequency of security checks and inspections of sensitive infrastructure from moving vessels, as well as the ability to share detailed threat information with allied agencies in order to form a strategic, unified response. This project allows waterborne officers the visual capabilities necessary to inspect Critical Infrastructure, open waters and vessels during conditions of weather and darkness that would otherwise conceal suspects or CBRNE/IED devices. The design features provide high resolution video that can either clearly identify risks, or verify the lack thereof. This information can then be transmitted wirelessly to allied assets. This system's automatic tracking of an identified target ensures that the object is not lost from view due to operational conditions or movement. This increases the IED/WMD prevention and protection capabilities of the operators, even from long range positions. This investment directly addresses AMSP and Regional Strategic Risk Mitigation Plan initiatives by: • Increasing interoperability of allied agencies through by allowing rapid sharing of detailed information gathered at a safe distance in all light/weather conditions; • Increasing preparedness, deterrence and response to IED and WMD threats through inspection and oversight in all light and weather conditions from a waterborne platform; • Increasing visual detection and subsequent mitigation of CBRNE threats from safer and more covert location/distance; • Outfitting marine assets with personal and equipment protection needed for hostile situations (safety through distance); • Enhancing regional maritime surveillance capabilities with equipment capable of inspection and oversight of Critical Infrastructure in all light and weather conditions.

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III. IMPACT

III.A. Describe how the project offers the highest risk reduction potential at the least cost.

Response Type	Narrative
Page Limit	Not to exceed ½ page
Response Instructions	• Discuss how the project will reduce risk in a cost effective manner. • Discuss how this investment will reduce risk (e.g., reduce vulnerabilities or mitigate the consequences of an event) by addressing the needs and priorities identified in earlier analysis and review.
Response	Risk is reduced through increased oversight of the identified critical regional infrastructure, by use of a gyro-stabilized, all weather/sea state system that is operated from a stabile, command and control waterborne platform, anywhere in the region. This allows on-scene assets to safely gather information on suspicious targets or suspects among Critical Infrastructure at safe distances, and then pass this information to water or land-based assets for mitigation as necessary, via wireless digital transmission. The expansive Bay region contains numerous vulnerable targets that support commerce, transportation and communication structures along and over the water. This dictates the need for their protection through regular waterfront patrols and inspections of these structures with all-sea-state capable equipment which can visually observe and identify threats from a distance, regardless of lighting and weather conditions. The ability to verbally or electronically transmit the actual inspection results, via high resolution video, back to leadership for mitigation planning also increases the cost effectiveness. Enhancing regional maritime surveillance capabilities, during all conditions, directly fulfills AMSP and RSRMP initiatives.

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III.B. Describe current capabilities similar to this Investment	
Response Type	Narrative
Page Limit	Not to exceed ½ page
Response Instructions	• Describe how many agencies within the port have existing equipment that are the same or have similar capacity as the proposed project • Include the number of existing capabilities within the port that are identical or equivalent to the proposed project
Response	One other agency will be deploying this identical project system shortly. The San Francisco Police Department Marine Unit currently operates three vessel mounted IR camera systems on various vessel platforms, none with the same functionality. Numerous other agencies in the port have IR cameras, with some functionality, but do not operate them in the same locations that this system will be deployed.

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IV. FUNDING & IMPLEMENTATION PLAN

- Complete the IV.A. to identify the amount of funding you are requesting for this investment only
- Funds should be requested by allowable cost categories as identified below
- Applicants must make funding requests that are reasonable and justified by direct linkages to activities outlined in this particular Investment

Note: Investments will be evaluated on the expected impact on security relative to the amount of the investment (i.e., cost effectiveness). An itemized Budget Detail Worksheet and Budget Narrative must also be completed for this investment. See following section for a sample format.

The template below illustrates how the applicants should indicate the amount of FY 2011 PSGP funding required for the investment, how these funds will be allocated across the cost elements, and the required cash or in-kind match:

IV.A. Investment Funding Plan	FY 2011 PSGP Request Total	Match (Optional)	GRAND TOTAL
Maritime Domain Awareness			$ -
IED and WMD Prevention, Protection, Response and Recovery Capabilities	$ 320,000		$ 320,000
Training			$ -
Exercises			$ -
TWIC Implementation			$ -
Operational Packages (OPacks)			$ -
M&A			$ -
TOTAL	$320,000	$0	$320,000

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IV.B. Provide a high-level timeline, milestones and dates, for the implementation of this Investment such as stakeholder engagement, planning, major acquisitions or purchases, training, exercises, and process/policy updates. Up to 10 milestones may be provided.	
Response Type	Narrative
Page Limit	Not to exceed 1 page
Response Instructions	1. Begin procurement process (March 2012) 2. Bid process per City of San Francisco law begins (April 2012) 3. Bid awarded and equipment procurement begins (May 2012) 4. Receive completed project equipment (August 2012) 5. Project Completion (August 2012)

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V. CONTACT INFORMATION

PROVIDE PROJECT CONTACT INFORMATION	
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PRIMARY CONTACT	Sergeant Keith Matthews San Francisco Police Department, Marine Unit - HSU 850 Bryant Street San Francisco, CA 94103 415-409-1020 o 415-378-5402 c Keith.Matthews@sfgov.org
SECONDARY CONTACT	Dana Lang San Francisco Police Department 850 Bryant Street San Francisco, CA 94103 415-553-1120 Dana.Lang@sfgov.org
PROJECT MANAGER	Sergeant Keith Matthews San Francisco Police Department, Marine Unit - HSU 850 Bryant Street San Francisco, CA 94103 415-409-1020 o 415-378-5402 c Keith.Matthews@sfgov.org

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M E FOUNDED 1849

MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION
505 Beach Street, Suite 300
San Francisco, CA 94133-1131
phone: (415) 441-6600
fax: (415) 441-1025
website: www.sfmx.org
email: info@sfmx.org

January 17, 2012

Ms. Dana Lang
Grant Unit Manager
San Francisco Police Department
850 Bryant Street, Room 511
San Francisco CA 94103

RE: PSGP FY 2011 – Grant Award #EMW-2011-PU-K00351
SF Bay Region IJ Project #1 – San Francisco Police Department – Maritime Preventive Radiological / Nuclear Detection System
(Federal Match Value: $675,000.00 USD)

Dear Dana:

I am pleased to inform you that your project submitted under the FEMA 2011 Port Security Grant Program has received preliminary approval.

Enclosed please find two copies of the Sub-Grantee Agreement between the Marine Exchange of the San Francisco Bay Region acting as Fiduciary Agent and your organization. Please sign both documents and return one of the original documents to the Marine Exchange of the San Francisco Bay Region, 505 Beach Street, Suite 300, San Francisco, CA 94133.

Once we receive your signed Sub-Grantee Agreement and final approval has been received from FEMA, you will receive a confirmation letter allowing you to proceed with your project.

The performance period for this grant ends June 30, 2014. If you have any concerns about your ability to complete your project before this date, please contact me.

Again, congratulations. If you have any questions or concerns, please contact me via email at grants@sfmx.org or by phone at 415.254.2213.

I look forward to working with you.

Sincerely,

Captain Lynn Korwatch
Executive Director
Marine Exchange of the San Francisco Bay Region

FOUNDED 1849

M E

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January 17, 2012

Chief Gregory P. Suhr
Chief of Police
San Francisco Police Department
850 Bryant Street
San Francisco, CA 94103

RE: Port Security Grant Program (PSGP)
SFMX PSGP Procurement and Purchasing Policies and Procedures Requirement

Dear Chief Suhr:

All Sub-Grantee Agreements require that any recipient of PSGP funds must follow the guidelines established in the SFMX PSGP Procurement and Purchasing Policies and Procedures document. As stated in Section 3 of the Sub Grantee Agreement, waiver of this requirement can be made if the Sub Grantee can demonstrate that federal procurement guidelines are satisfied by an existing internal document.

I have reviewed the procurement and purchasing policies and procedures guidelines established by the City and County of San Francisco and have determined that such a waiver exists for all monies funded to the San Francisco Police Department. All references in the Sub-Grantee Agreement to SFMX PSGP Procurement and Purchasing Policies and Procedures are waived.

Sincerely,

Rob B. Strahan
Chief Financial Officer

SUB-GRANTEE AGREEMENT

Between

THE MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION (SFMX) as PORT SECURITY GRANT PROGRAM (PSGP) FIDUCIARY AGENT (FA) and DIRECT GRANTEE (DG)

And

SAN FRANCISCO POLICE DEPARTMENT

As SUB-GRANTEE (SG)

This SUB-GRANTEE AGREEMENT is made and entered into by and between the Marine Exchange of the San Francisco Bay Region (SFMX) and San Francisco Police Department (Sub-Grantee organization).

WHEREAS, the SFMX has been appointed by the Federal Emergency Management Agency (FEMA) on behalf of the Department of Homeland Security (DHS), to act as the Fiduciary Agent for the administration and management of the Port Security Grant Program for FY2007Sup, 2008, 2009 and 2010, and

WHEREAS appointment as FA requires the SFMX to validate and monitor the progress and compliance of projects funded by FEMA under the Port Security Grants Program. The FA is to submit supporting documentation to FEMA for execution and completion of said projects, and

WHEREAS, the Sub- Grantee will be planning, developing and executing their Project as defined by their Investment Justification (IJ) package as described in Attachment "A" of this Agreement. The IJ's have been submitted to the FA; validated by USCG Sector San Francisco and approved by FEMA for a sub-grant which is not to exceed USD $675,000.00; and

WHEREAS, the SFMX as FA, will act as the direct representative for FEMA in managing disbursement of grant funds expended by Sub-Grantee in implementing their Project(s): and

WHEREAS, the purpose of this Agreement is to define the relationship between the FA and Sub-Grantee with respect to Sub-Grantee's activities implementing the Project and the FA administering and managing reimbursement of expenditures for same;

ACCORDINGLY, the parties agree as follows:

1. Sub-Grantee agrees to implement this project within sixty (60) days following the effective date of the grant award or this Agreement may be subject to cancellation. Notice of grant award may be by electronic or other written means at the discretion of the Fiduciary Agent. Evidence of project implementation is to be reported within the first sixty (60) days, and may include, but is not limited to, schedule of values or project time line, notices to governing boards or agencies of project award, advice memorandum, written and/or electronic project communications, development and issue of solicitation announcements, contracting documents, and purchase orders or similar documents acceptable to the Fiduciary Agent as evidence of compliance.

2. Sub-Grantee shall comply with all federal statutes, regulations and guidance applicable to administration of the Port Security Grant Program including but not limited to
   - 2 C.F.R. subtitle A
   - 44 C.F.R. Part 13
   - Office of Management and Budget (OMB) Circulars, as applicable
   - A-21 Cost Principles for Educational Institutions
   - A-87 Cost Principles for State, Local and Indian Tribal Governments
   - A-122 Cost Principles for Non-Profit Organizations
   - A-102 Uniform Administrative Requirements for Grants and Agreements with State and Local Governments
   - A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
   - 48 C.F.R. Part 31 et. seq. Contract Cost Principles and Procedures.

   Sub-Grantee shall assure that these conditions apply to all recipients of funds.

3. The Sub-Grantee has demonstrated that the Federal procurement guidelines can be satisfied by the procurement and purchasing policies and procedures guidelines established by the City and County of San Francisco. Therefore, the San Francisco Marine Exchange waives all requirements set forth in the "SFMX PSGP Procurement and Purchasing Policies and Procedures Manual.

4. Upon receiving the invoices, the FA shall be authorized to review Sub-Grantee's request for reimbursement. The FA will also be authorized to request additional information or clarification from Sub-Grantee. Such a response shall not be unreasonably withheld by Sub-Grantee, but in no case shall the FA be compelled to pay said invoices until the requested clarifications are made or additional information is received, accepted and approved by the FA.

5. For the purposes of meeting federal audit requirements, Sub-Grantee agrees to comply with requirements of OMB Circular A-133 for States, Local Governments and Non-Profits.

6. Sub-Grantee agrees to submit, at such times and in such form as the FA may request, activity reports on the Sub-Award and the Project. Sub-Grantee shall submit quarterly operational summaries and financial reports no later than the 15th day of January, April, July and October; and the Semi-Annual Progress Reports by the 15th of January and July during each year this Agreement. The final progress report must be filed with the FA within thirty (30) days after the termination of the last year of the Federal Award. The FA must receive the final progress report prior to the final cost report being paid.

7. No contract or agreement may be entered into by Sub-Grantee for execution of Project activities or provision of services to the Project that are not incorporated in the approved application other than purchase of supplies or standard commercial or maintenance services. All contracts and agreements shall provide that Sub-Grantee shall retain ultimate control and responsibility for the proper execution of the Project and that these Contract conditions as detailed herein will also fully apply and bind the contractor, consultant or vendor. In any case, where Sub-Grantee enters into a contract with third parties, the SFMX is not a party to such a contract and shall not be obligated or liable for any breach of contract or other action in law to any party other than the original Sub-Grantee under the specific terms of this Agreement.

8. Upon approval of acceptable invoices for services, equipment and work validated and performed, the FA agrees to reimburse Sub-Grantee for actual expenditures made related to the Project, which in no case may exceed the federal funds amount awarded to Sub-Grantee at the time of approval of Sub-Grantee's IJ by FEMA as provided for in Attachment "A".

9. In entering into this Agreement, it is implicitly agreed between both signatories that the FA is not under any obligation to reimburse the Sub-Recipient for any amounts not received by the FA from FEMA, for what so ever reason.

10. Sub-Grantee shall indemnify, defend and hold harmless the FA and its officers, directors, employees and agents, from and against all liability, loss, cost or expense (including attorney's fees) by reason of liability imposed upon the FA, arising out of or related to Sub-Grantee 's performance under this Agreement, whether caused by or contributed to by the FA or any other party indemnified herein, including but not limited to any malfeasance, negligent or intentional acts of Sub-Grantee , its officers, agents or employees or its subcontractors or their agents and employees, unless such a loss is caused solely by the malfeasance or negligence of the FA, its officers, directors, employees or agents.

11. It is understood by both signatories to this Agreement, that this Agreement shall remain in effect in accordance with the terms and conditions of the Grant Award, but in no event longer than the statutory provision of 5 years or less as may be determined by the grant performance period following the execution by both parties.

12. All notices, requests, demands and other communications required or permitted to be made under this Agreement shall be in writing and shall be given by personal delivery, by certified mail, return receipt requested, first class postage prepaid, or by nationally recognized overnight delivery service, in each case addressed to the signed party below at the address specified. Either party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section. Notice shall be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent by certified mail; and if sent by nationally recognized overnight delivery service, on the next business day.

If to the Marine Exchange:

Marine Exchange of the San Francisco Bay Region
Captain Lynn Korwatch, Executive Director
505 Beach Street, Suite 300
San Francisco, CA 94133-1131

If to Sub-Grantee:

San Francisco Police Department
850 Bryant Street, Room 511
San Francisco CA 94103

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below their signatures.

The Marine Exchange of the
San Francisco Bay Region

By: _____

Dated: 1/17/2012

Chief Gregory P. Suhr
San Francisco Police Department

By: _____

Dated: 1/31/12

Approved as to Form
Dennis J. Herrera
City Attorney

_____
Katherine Porter, Deputy City Attorney

ATTACHMENT "A"

FINAL APPROVED
PROJECT INVESTMENT JUSTIFICATION AND BUDGET

PSGP FY 2011 Investment Justification Template

As part of the FY 2011 PSGP application process, applicants must develop a formal Investment Justification that addresses each initiative being proposed for funding. A separate Investment Justification should be submitted for each proposed project. Each entity within a Group III or All Other Port Area may apply for up to three projects. Due to the nature of the Fiduciary Agent (FA) process, FA's are not limited to three projects. Investment Justifications must demonstrate how proposed projects address gaps and deficiencies in current programs and capabilities. The Investment Justification must demonstrate the ability to provide enhancements consistent with the purpose of the program and guidance provided by FEMA. Applicants must ensure that the Investment Justification is consistent with all applicable requirements outlined in the application kit.

INVESTMENT HEADING	
Port Area	San Francisco Bay
State	California
Applicant Organization	San Francisco Police Department
Investment Name	Maritime Preventive Radiological / Nuclear Detection System
Investment Amount	$ 675,00.00

I. BACKGROUND

Note: This section only needs to be completed once per application, regardless of the number of Investments proposed. The information in this section provides background and context for the Investment(s) requested, but does not represent the evaluation criteria used by DHS for rating individual Investment proposals.

I. Provide an overview of the port system in which this Investment will take place	
Response Type	Narrative
Page Limit	Not to exceed 1 page
Response Instructions	• Area of Operations: San Francisco Bay Region o COTP Zone: San Francisco Bay - 11 o Eligible port area: Port of San Francisco o Location of project site: All waterways and land areas immediately adjacent to the San Francisco Bay, attached waterways, and the Port of San Francisco; mobile project o Infrastructure ownership: The Port of San Francisco is owned by all relevant private entities and the City and County of San Francisco • Point(s) of contact for organization: o Authorizing Official: Chief of Police Greg Suhr, 415-553-1551 greg.suhr@sfgov.org o Primary point of contact for management of this project: Officer Mark Laherty, 415-409-1020, mark.laherty@sfgov.org • Ownership or Operation: o Applicant is: Local Agency, San Francisco Police Department, Homeland Security Unit-Marine Unit • Role in providing layered protection of regulated entities: o The SFPD Marine Unit responsibilities include securing The Port of San Francisco ferry and cruise ship terminals and facilities, as well as working in conjunction with all Regional Ports, the United States Coast Guard and other allied agencies for a multi-layered security approach to protection of transiting and dock side vessels including: Cargo ships; tanker ships; barges; ferries; and cruise ships within the San Francisco Bay. The Marine Unit responds to CBRNE/WMD threats or attacks of these entities through Rad/Nuc survey and detection, lethal force capable response, threat containment, entity security zone enforcement, EOD surface and subsurface threat mitigation, and general security oversight via waterborne assets.

I. Provide an overview of the port system in which this Investment will take place

Response Type	Narrative
Page Limit	Not to exceed 1 page

- Roles, Responsibilities and Important features:
  - The San Francisco Police Department Marine Unit is a applying for membership of the AMSC and is a key agency in the "Northern California AMSP", as well as the "San Francisco Bay and River Delta Region-Wide Strategic Rick Management/Mitigation and Port Trade Resumption/Resiliency Plans," due to its assets. The Unit patrols 64 square miles of City and County of San Francisco waterways, including six marinas with over 2,500 vessels. Our AOR includes 13 MTSA regulated facilities and movement of 6200 regulated vessels annually. 61 command officers have completed ICS 100-400; 156 supervising officers, ICS 100, 200, 700, 800; and 1206 officers, ICS 100 and 700. San Francisco Bay is the largest harbor on the West Coast of the United States and has the largest number of yearly permitted events west of the Mississippi River. Our waterways consist of heavy commercial activity ranging from tour boats, passenger ferry systems, and cruise ship arrivals and departures to numerous piers. The largest western states commercial fishing fleet is based at Hyde Street Commercial Harbor. The Golden Gate Bridge is the gateway to International vessel traffic. Duties of the Marine Unit include: Enforcement of State and local measures for the regulation of boating activities; daily patrols of nationally identified Critical Infrastructure located on our waterfront to prevent and deter terrorist activity, including CBRNE threats to critical ferry and cruise terminals, bridges, mass transit sub-Bay ventilation and large public gathering venues; providing safety and security to the Bay region and its numerous transiting Port traffic vessels; the enforcement of on-the-water recreational boating activities; inspection of vessels; supervision/security of organized water events; Search and Rescue operations; and recovery and preliminary investigation of deaths on the water due to homicide, suicide and accident. Additionally, Marine Unit officers provide: Maritime radiation detection; surface and subsurface response capabilities in event of a CRBNE/WMD threat or attack; Tactical response platforms for EOD and SWAT teams; and dedicated waterborne assets in the event of a natural disaster.
- Ferry System Data:

Passenger ferry system including Alameda, San Francisco, Marin and Solano counties; service provided by numerous providers; 66,290 annual transits.

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II. STRATEGIC AND PROGRAM PRIORITIES

II.A. Provide a brief abstract of the Investment (List just ONE Investment)

Response Type	Narrative
Page Limit	Not to exceed ½ page
Response Instructions	Provide a succinct statement summarizing this investment
Response	The Maritime Preventive Radiological / Nuclear Detection System (MPRNDS) will be used to detect and interdict illicit radiological and nuclear materials transiting the waterways of San Francisco Bay, its tributaries and approaches. The use of the MPRNDS will provide the ability for all SFPD Marine Unit vessels and those of our regional partners the ability to search for and identify radiological and nuclear threat materials, and to instantly and securely transmit threat and situational data to command entities. The system will allow this functionality in any weather condition, sea state or waterway in our area of responsibility and can be used on any type of vessel in question. The system will improve sensitivity to currently operated gamma detection equipment and will allow for neutron detection, the hallmark of special nuclear materials (SNM). It will allow our regional partners that have already trained on this system to participate in search operations.

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II.B. Describe how the Investment will address one or more of the PSGP priorities and Area Maritime Security Plan or COTP Priorities (how it corresponds with PRMP for Group I and II)	
Response Type	Narrative
Page Limit	Not to exceed ½ page
Response Instructions	• Describe how, and the extent to which, the investment addresses: ○ Enhancement of Maritime Domain Awareness ○ Enhancement of IED and WMD prevention, protection, response and recovery capabilities ○ Training and exercises ○ Efforts supporting the implementation of TWIC • Area Maritime Security Plan and/or Captain of the Port Priorities
Response	Enhancement of MDA, and WMD prevention and protection: This project allows for the rapid and unobtrusive screening of vessels in the port area without stopping commerce or inconveniencing the maritime community. We will be able to screen large numbers of vessels in any conditions. In any detection incident, the investigation will be quickly resolved and command informed of all developments in real-time through use of a dedicated, high capacity and secure network. With on-board isotope identification capabilities and instant access to reach-back expertise, we can quickly characterize and classify radioactive materials as to their threat potential. The system will increase the number of vessels carrying gamma detectors as well as the sensitivity of all units. It will add neutron detection capability and secure network communications to all vessels. This increase in numbers of vessels with such capabilities will reduce the time for operations and any disruption of vessel traffic on the Bay thus allowing normal Port operations to resume quickly after a threat caused stoppage. With our regional partners, this capability could extend to as many as ten or more screening vessels to field a robust and efficient preventive detection team. AMSP and / or COPT Priorities This project will address priorities outlined in the AMSP, including prevention of and protection from devices using radiological and nuclear materials on small vessels, commercial vessels and container shipping (as required). This project will greatly increase maritime domain awareness and communication of that information to command entities. This project will enhance detection equipment interoperability for the region, and also addresses the AMSC's PRND sub-committee initiatives on developing regional PRND concept of operations (CONOPS).

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III. IMPACT

III.A. Describe how the project offers the highest risk reduction potential at the least cost.

Response Type	Narrative
Page Limit	Not to exceed ½ page
Response Instructions	• Discuss how the project will reduce risk in a cost effective manner ◦ Discuss how this investment will reduce risk (e.g., reduce vulnerabilities or mitigate the consequences of an event) by addressing the needs and priorities identified in earlier analysis and review.
Response	The Port, through its risk analysis and MSRAM, has identified radiological and nuclear threats as having a high potential for disruption of port services. Any credible threat of a radiological or nuclear device in San Francisco Bay would mandate a closure of the waterways and the institution of a thorough search for the materials. The commercial and overall economic impact of such a shutdown would be catastrophic. The MPRNDS will allow for a rapid and effective search capability where only a basic capability exists now. During a rad/nuc threat to the port, the rate of resumption of economic activity will be proportional to the number of screening vessels and their sensitivity. This project will increase the number and sensitivity of screening vessels, as well as enhancing their ability to communicate with command and technical experts. All of this will increase both the rapidity with which the screening can be performed and the effectiveness of that operation. This investment is many orders of magnitude lower than having the port closed, or having an actual device detonated, due to a lack of screening capability.

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III.B. Describe current capabilities similar to this Investment	
Response Type	Narrative
Page Limit	Not to exceed ½ page
Response Instructions	• Describe how many agencies within the port have existing equipment that are the same or have similar capacity as the proposed project • Include the number of existing capabilities within the port that are identical or equivalent to the proposed project
Response	No other agency in the Bay Area has an identical capability. Two agencies have extremely limited capability in the PRND field, and they do not field their equipment on a daily basis, as this system will be utilized.

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IV. FUNDING & IMPLEMENTATION PLAN

- Complete the IV.A. to identify the amount of funding you are requesting for this investment only
- Funds should be requested by allowable cost categories as identified below
- Applicants must make funding requests that are reasonable and justified by direct linkages to activities outlined in this particular Investment

Note: Investments will be evaluated on the expected impact on security relative to the amount of the investment (i.e., cost effectiveness). An itemized Budget Detail Worksheet and Budget Narrative must also be completed for this investment. See following section for a sample format.

The template below illustrates how the applicants should indicate the amount of FY 2011 PSGP funding required for the investment, how these funds will be allocated across the cost elements, and the required cash or in-kind match:

IV.A. Investment Funding Plan	FY 2011 PSGP Request Total	Match (Optional)	GRAND TOTAL
Maritime Domain Awareness	$ 90,000		$ 90,000
IED and WMD Prevention, Protection, Response and Recovery Capabilities	$ 585,000		$ 585,000
Training			$ -
Exercises			$ -
TWIC Implementation			$ -
Operational Packages (OPacks)			$ -
M&A			$ -
TOTAL	$675,000	$0	$675,000

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IV.B. Provide a high-level timeline, milestones and dates, for the implementation of this Investment such as stakeholder engagement, planning, major acquisitions or purchases, training, exercises, and process/policy updates. Up to 10 milestones may be provided.

Response Type	Narrative
Page Limit	Not to exceed 1 page
Response Instructions	◦ Only include major milestones that are critical to the success of the Investment ◦ Milestones are for this discrete Investment – those that are covered by the requested FY 2011 PSGP funds and will be completed over the 36-month grant period starting from the award date, giving consideration for review and approval process up to 12 months (estimate 24 month project period) ◦ Milestones should be kept to high level, major tasks that will need to occur (i.e. Design and development, begin procurement process, site preparations, installation, project completion, etc.) ◦ List any relevant information that will be critical to the successful completion of the milestone (such as those examples listed in the question text above) *Note: Investments will be evaluated on the expected impact on security relative to the amount of the investment (i.e., cost effectiveness). An itemized Budget Detail Worksheet and Budget Narrative must also be completed for this investment.*

1. Begin procurement process (March 2012)
2. Bid process per City of San Francisco law begins (April 2012)
3. Bid awarded and equipment procurement begins (May 2012)
4. Receive completed project equipment (August 2012)
5. Project Completion (August 2012)

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V. CONTACT INFORMATION

PROVIDE PROJECT CONTACT INFORMATION	
PROJECT SITE ADDRESS	Mobile Project, housed at harbor at: 2951 Hyde St. San Francisco, CA 94109
PRIMARY CONTACT	Officer Mark Laherty San Francisco Police Department 850 Bryant Street San Francisco, CA 94103 415 409 1020 mark.laherty@sfgov.org
SECONDARY CONTACT	Sgt. Keith Matthews San Francisco Police Department 850 Bryant Street San Francisco, CA 94103 415 378 5402 keith.matthews@sfgov.org
PROJECT MANAGER	Officer Mark Laherty San Francisco Police Department 850 Bryant Street San Francisco, CA 94103 415 409 1020 mark.laherty@sfgov.org

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