

File No. 110909

Committee Item No. 1

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee PUBLIC SAFETY

Date 9/15/11

Board of Supervisors Meeting

Date _____

Cmte Board

- | | | |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

(Use back side if additional space is needed)

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Completed by: Gail Johnson

Date 9/9/11

Completed by: _____

Date _____

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

1 [Accept and Expend Grant - FY2007 Supplemental Port Security Grant Program - Marine-
2 Based Equipment Enhancements - \$230,000]

3 **Resolution authorizing the San Francisco Fire Department to accept and expend a**
4 **grant in the amount of \$230,000 from the Federal Emergency Management Agency for**
5 **FY2007 Supplemental Port Security Grant Program for assets to enhance the Fire**
6 **Department's water-based response capabilities and increase its protection of the Port**
7 **of San Francisco and the San Francisco Bay.**

8
9 WHEREAS, The San Francisco Fire Department (SFFD) responds to over 100,000
10 incidents each year, including fires, vehicle accidents, and medical and other emergencies;
11 and,

12 WHEREAS, Due to San Francisco's geographic and topographic layout, as well as
13 other factors, the SFFD is confronted with unique challenges in responding to these incidents;
14 and

15 WHEREAS, One of these unique challenges consists of the Department's
16 responsibilities for the protection of the Port of San Francisco and the San Francisco Bay;
17 and,

18 WHEREAS, The SFFD applied for five different marine-based projects from the Fiscal
19 Year 2007 Supplemental Port Security Grant Program (PSGP) and was awarded grant funds
20 from the Federal Emergency Management Agency (FEMA) for interoperability enhancements,
21 a personal water craft, a managed bay coastal monitoring system, and a marine response
22 towing vehicle; and,

23 WHEREAS, the total amount of grant funds awarded to the SFFD for the completion of
24 these five projects is \$230,000; and,

1 WHEREAS, The non-profit, San Francisco Marine Exchange, has been selected by
2 FEMA as the designated fiduciary agent for the region for the Port Security Grant funding; and

3 WHEREAS, The grant expires September 30, 2012; and,

4 WHEREAS, The Fire Commission recommended approval of this grant at its meeting
5 on April 28, 2011; and,

6 WHEREAS, The grant does not require an ASO amendment; and,

7 WHEREAS, The grant does not require the City or the SFFD to supply matching funds;
8 and,

9 WHEREAS, The SFFD proposes to maximize the use of the grant funds on program
10 expenditures by not including indirect costs in the grant budget; now, therefore, be it

11 RESOLVED, That the Board of Supervisors authorizes the SFFD to accept and expend
12 grant funds in the amount of \$230,000 from FEMA; and, be it

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

15 FURTHER RESOLVED, That the Chief of the SFFD is hereby authorized and
16 empowered to execute, deliver, and perform, in the name of the City and County of San
17 Francisco, all applications, contracts, agreements, amendments, and payment requests
18 necessary for the purpose to secure the FEMA grant funds and implement and carry out the
19 purposes specified in the applicable grant application.

20 Recommended:

21
22 Joanne Hayes-White
23 Joanne M. Hayes-White
24 Chief of Department
25 07/27/11

Approved: Paul W.
Mayor

Approved: [Signature]
Controller

SAN FRANCISCO



FIRE DEPARTMENT

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Mark Corso, Finance, San Francisco Fire Department *MC*
DATE: July 22, 2011
SUBJECT: Accept and Expend Ordinance for Grant

GRANT TITLE: Port Security Grant Program FY2007 Supplemental

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

- Proposed grant ordinance; original signed by Department, Mayor, Controller
- Grant information form, including disability checklist
- Grant budget
- Grant application
- Letter of Intent or grant award letter from funding agency
- Other (Explain): San Francisco Fire Commission Resolution requesting approval by the Board of Supervisors

Special Timeline Requirements: N/A

Departmental representative to receive a copy of the adopted ordinance:

Name: Mark Corso Phone: 558-3417

Interoffice Mail Address: 698 Second Street, San Francisco 94107

Certified copy required Yes

No

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

Grant Ordinance Information Form
(Effective May 2011)

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

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

1. Grant Title: Port Security Grant Program FY 2007 Supplemental
2. Department: Fire Department
3. Contact Person: Mark Corso Telephone: 558-3417
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$ 230,000
- 6a. Matching Funds Required: \$ none
b. Source(s) of matching funds (if applicable): n/a
- 7a. Grant Source Agency: Federal Emergency Management Agency
b. Grant Pass-Through Agency (if applicable): Marine Exchange of the San Francisco Bay Region
8. Proposed Grant Project Summary: Marine-based equipment enhancements
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: 10/1/2007 End-Date: 9/30/2012
10. Number of new positions created and funded: 0
11. Explain the disposition of employees once the grant ends? n/a
- 12a. Amount budgeted for contractual services: \$0
b. Will contractual services be put out to bid? n/a
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? n/a
d. Is this likely to be a one-time or ongoing request for contracting out? n/a
- 13a. Does the budget include indirect costs? Yes No
b1. If yes, how much? \$ n/a

b2. How was the amount calculated? n/a

c. If no, why are indirect costs not included?

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? Employee Time

14. Any other significant grant requirements or comments: No

****Disability Access Checklist****

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

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

New Site(s)

New Structure(s)

16. The Departmental ADA Coordinator 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 ADA Coordinator or Mayor's Office of Disability Reviewer:

Jesusa Bushong

(Name)

Human Resources Director

(Title)

Date Reviewed: 7-22-11

Jesusa Bushong
(Signature Required)

Overall Department Head or Designee Approval:

Mark Corso

(Name)

Chief Financial Officer

(Title)

Date Reviewed: 7/22/11

Mark Corso
(Signature Required)

San Francisco Fire Department

Grant Budget

Port Security Grant Program - FY2007 (Supplemental)

Grant Code: FCPSGP Port Security Grant Program (Fire)
Grant Detail: FY2007 Fiscal Year 2007 Supplemental

Budget:

| <u>Description</u> | <u>Char</u> | <u>Char Desc</u> | <u>Amount</u> | | |
|--|-------------|------------------------|-------------------|-------------------|--------------|
| Interoperability Enhancements (Radios) | 040 | Materials and Supplies | \$ 10,000 | | |
| Thermal Imaging Cameras | 040 | Materials and Supplies | \$ 20,000 | \$ 30,000 | 040 |
| Personal Water Craft | 060 | Equipment | \$ 25,000 | | |
| Managed Bay Costal Monitoring System | 060 | Equipment | \$ 25,000 | | |
| Marine Response Towing Vehicle | 060 | Equipment | \$ 150,000 | \$ 200,000 | 060 |
| | | Total: | \$ 230,000 | \$ 230,000 | Total |

FIRE COMMISSION
City and County of San Francisco
Edwin M. Lee, Mayor

Andrea Evans, *President*
George Lau, *Vice President*
Stephen A. Nakajo, *Commissioner*
London Breed, *Commissioner*
Michael Hardeman, *Commissioner*



698 Second Street
San Francisco, CA 94107
Telephone 415.558.3451
Fax 415.558.3413
Monica Quattrin, *Commission Secretary*

RESOLUTION 2011-02

RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS AUTHORIZE THE SAN FRANCISCO FIRE DEPARTMENT TO RETROACTIVELY ACCEPT AND EXPEND PORT SECURITY GRANT PROGRAM FUNDING IN THE AMOUNT OF \$8,745,609 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY TO PURCHASE ASSETS TO ENHANCE ITS WATER-BASED RESPONSE CAPABILITIES AND INCREASE PORT PROTECTION.

WHEREAS, The San Francisco Fire Department (SFFD) responds to over 100,000 incidents each year, including fires, vehicle accidents, and medical and other emergencies; and,

WHEREAS, Due to its geographic and topographic layout, as well as other factors, the SFFD is confronted with unique challenges in responding to these incidents; and

WHEREAS, One of these unique challenges consists of the Department's responsibilities for the protection of the Port of San Francisco and the San Francisco Bay; and,

WHEREAS, The SFFD applied for eight different marine-based projects from the Port Security Grant Program and was awarded grant funds from the Federal Emergency Management Agency (FEMA) for interoperability enhancements, a personal water craft, a managed bay coastal monitoring system, four thermal imaging cameras, a marine response towing vehicle, a fire boat, an all-hazards rapid response vessel, and maritime security training; and,

WHEREAS, The total amount of the FEMA grants is \$8,745,609 for the completion of these projects and the enhancement of the SFFD's water-based response capabilities; and,

WHEREAS, The non-profit, San Francisco Marine Exchange, has been selected by FEMA as the designated fiduciary agent for the region for the Port Security Grant funding; and,

WHEREAS, The Department will not have to provide any matching funds for the grants; and,

WHEREAS, The SFFD wishes to accept and expend the grant, to support and promote marine operations and enhance its protection of the San Francisco Bay and Port of San Francisco; now, therefore, be it

RESOLVED, That the Fire Commission recommends that the Board of Supervisors authorize the Fire Department to retroactively accept and expend Port Security Grant funding from FEMA in the amount of \$8,745,609 to purchase assets to enhance the Department's water response capabilities and increase Port protection.

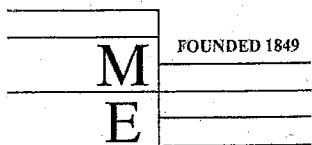
Adopted at the Regular Meeting of the San Francisco Fire Commission on April 28, 2011.

Ayes: 4 (Evans, Lau, Nakajo, Hardeman)

Nays: 0



Monica Quattrin, Commission Secretary



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

January 17, 2011

Mr. Kyle Merkins
San Francisco Fire Department
698 2nd Street
San Francisco CA 94107

RE: PSGP FY 2007 Supplemental Program – Grant Award #2007-GB-T7-K274
SF Bay Region IJ Project #6 – San Francisco Fire Department – Interoperability
Enhancements
(Federal Match Value: \$10,000.00 USD)

Dear Kyle:

I am pleased to inform you that your project submitted under the FEMA Port Security Grant Program, FY 2007 Supplemental has received final approval and may begin immediately.

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 before any payments can be authorized.

As you are aware, the performance timeline for the FY 2007 Supplemental Grant Program is extremely short. All projects must be completed and the grant closed out by September 30, 2012. This date is inflexible. If you have any concerns about your ability to execute the required Sub-Grantee Agreement or to complete your project before the final termination date, please contact me immediately.

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

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

THE SAN FRANCISCO FIRE 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 the City and County of San Francisco, a municipal corporation, acting by and through its San Francisco Fire 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 (FA) for the administration and management of the Port Security Grant Program for FY-2007 (Supplemental), 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 United States Coast Guard (USCG) Sector San Francisco and approved by FEMA for a sub-grant which is not to exceed U.S. \$10,000; 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", as evidenced by the letter from the Marine Exchange to the San Francisco Fire Department as Appendix B attached to this Agreement.
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:

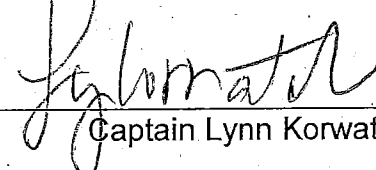
Marine Exchange of the San Francisco Bay Region
Captain Lynn Korwatch, Executive Director
505 Beach Street, Suite 300
San Francisco, CA 94133-1131

If to Sub-Grantee:

San Francisco Fire Department
Mark Kearney, Director of Homeland Security
698 Second Street
San Francisco, CA 94107

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

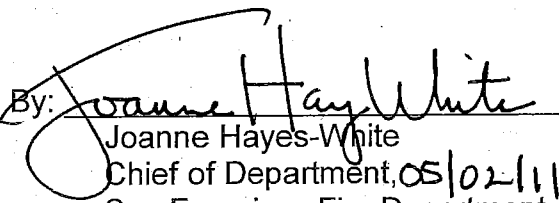
By: 

Captain Lynn Korwatch

Its: Executive Director

Dated: 4/26/11

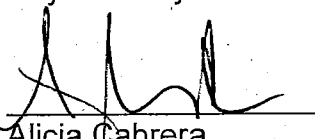
Sub-Grantee Organization

By: 

Joanne Hayes-White
Chief of Department, 05/02/11
San Francisco Fire Department

Dated: 5/9/11

Approved as to Form
Dennis J. Herrera
City Attorney



Alicia Cabrera
Deputy City Attorney

ATTACHMENT “A”

**FINAL APPROVED
PROJECT INVESTMENT JUSTIFICATION AND BUDGET**



Formal PSGP Investment Justification Template (FY 2007 Supplemental)

| Investment Heading | |
|------------------------|--|
| Port Area | San Francisco Bay |
| State | California |
| Applicant Organization | San Francisco Fire Department |
| Investment Name | Communications Interoperability Enhancements |
| Investment Amount | \$ 10,000 |

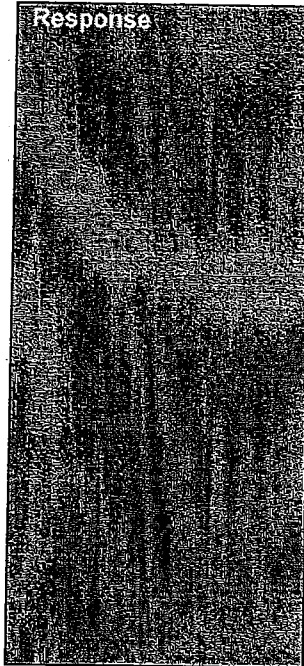
I. Background

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 Instructions | <ul style="list-style-type: none"> • Area of Operations: <ul style="list-style-type: none"> ○ Identify COTP Zone ○ Identify eligible port area. ○ Identify exact location of project site (i.e. physical address of facility being enhanced) ○ Identify who the infrastructure (project site) is owned or operated by, if not by your own organization • Point(s) of contact for organization (include contact information): <ul style="list-style-type: none"> ○ Identify the organization's Authorizing Official for entering into grant agreement, including contact information (include sub-grantee entering agreement within Group 1 and 2 port areas under FA process) ○ Identify the organization's primary point of contact for management of the project(s) • Ownership or Operation: <ul style="list-style-type: none"> ○ Identify whether the applicant is: (1) a private entity; (2) a state or local agency; or (3) a consortium composed of local stakeholder groups (i.e., river groups, ports, or terminal associations) representing federally regulated ports, terminals, US inspected passenger vessels or ferries. • Role in providing layered protection of regulated entities (applicable to State or local agencies, consortia and associations only): <ul style="list-style-type: none"> ○ Describe your organization's specific roles, responsibilities and activities in delivering layered protection • Important features: <ul style="list-style-type: none"> ○ Describe any operational issues you deem important to the consideration of your application (e.g., interrelationship of your operations with other eligible high-risk ports, etc.) |




 Founded 1849
M
E
 Marine Exchange



Response

- **Area of Operations:** San Francisco Bay Region
 - **COTP Zone:** San Francisco Bay
 - **Eligible port area:** Port of San Francisco
 - **Location of project site:** Areas of Response for the SFFD, San Francisco, California.
 - **Infrastructure ownership:** Port of San Francisco / San Francisco Fire Department
- **Point(s) of contact for organization:**
 - **SF Bay Region PSGP Fiduciary Agent:**
Capt. Lynn Korwatch 415-441-5045 korwatch@sfmtx.org
 - **Primary point of contact for management of the project(s):**
ADC Brendan O'Leary 415-558-3680 brendan.o'leary@sfgov.org
- **Ownership or Operation:**
 - **Applicant is:** Local Agency
- **Role in providing layered protection of regulated entities (applicable to State or local agencies, consortia and associations only):**
 - The San Francisco Fire Department provides prevention, protection and response for the Bay Region in the areas of: Firefighting, EMS, Hazardous Materials, Marine Safety and Marine Rescue.
- **Important features:**

The San Francisco Fire Department is the only fire department in the region that has a 24/7 staffed Type 1 fireboat that provides service for three of the four Group 1 ports in the region. (SF, Oakland and Richmond). The SFFD provides support for Marine related incidents.

II. Strategic and Program Priorities

| II.A. Provide a brief abstract of the Investment | |
|---|---|
| Response Type | Narrative |
| Page Limit | Not to exceed 1 page |
| Response Instructions | Provide a succinct statement summarizing this investment |
| Response | This project would be to purchase marine radios and waterproof communications for the SFFD and the Port of SF to enhance our communications with each other along with the whole region |

| 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 1 page |



M
E
Marine Exchange
Founded 1849

| | |
|------------------------------|---|
| Response Instructions | <ul style="list-style-type: none">• Describe how, and the extent to which, the investment addresses:<ul style="list-style-type: none">○ 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 | <p>This investment addresses the following PSGP priorities:</p> <ul style="list-style-type: none">○ Enhancement of Maritime Domain Awareness○ Enhancement of IED and WMD prevention, protection, response and recovery capabilities○ Training and exercises <p>This investment aligns with the Area Maritime Security Plan and Captain of the Port Priorities</p> |



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 1/2 page |
| Response Instructions | <ul style="list-style-type: none"> • Discuss how the project will reduce risk in a cost effective manner <ul style="list-style-type: none"> ◦ 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. For facility specific investments, the anticipated risk reduction in MSRAM should be included |
| Response | <p>During most incidents and exercises communications interoperability is always identified as area that needs to be improved. This project will allow SFFD and POSF supervisors to communicate with the Coast Guard and other vessels on the bay and in the region. In the event of a primary communications failure these radios could be used as a secondary means of communicating. This is a low cost project that will provide a high level of risk reduction for the Bay Region.</p> |

| III.B. Describe current capabilities similar to this Investment | |
|--|---|
| Response Type | Narrative |
| Page Limit | Not to exceed 1/2 page |
| Response Instructions | <ul style="list-style-type: none"> • 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 | <p>Most agencies that operate in a marine environment have marine communications capabilities.</p> |



IV. Funding & Implementation Plan

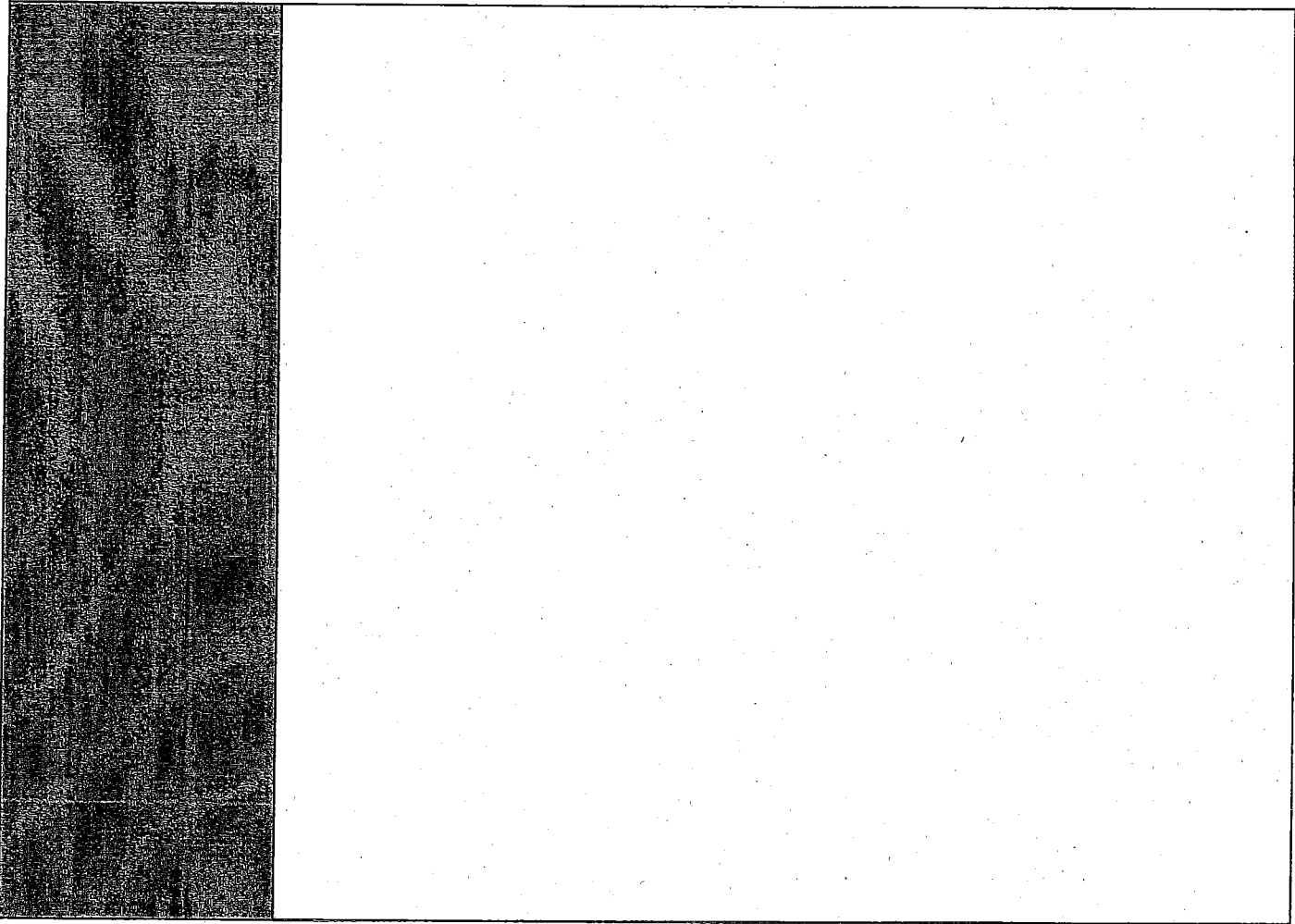
- Complete the IV.A. to identify the amount of funding you are requesting for this investment only
- Funds should be requested by allowable cost categories as identified below
- Applicants must make funding requests that are reasonable and justified by direct linkages to activities outlined in this particular 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 following template illustrates how the applicants should indicate the amount of FY 2007 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 2007 PSGP Request Total | Match (Cash or In-Kind) | Grand Total |
|---|----------------------------|-----------------------------|-----------------|
| <i>Maritime Domain Awareness</i> | | | |
| <i>IED and WMD Prevention, Protection, Response and Recovery Capabilities</i> | \$10,000 | \$0.00 Requesting Waiver | \$10,000 |
| <i>Training</i> | | | |
| <i>Exercises</i> | | | |
| <i>TWIC Implementation</i> | | | |
| <i>M&A</i> | | | |
| Total | \$10,000 | \$0.00 | \$10,000 |

| 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 | <ul style="list-style-type: none"> • 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 2007 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) |
| Response | <ol style="list-style-type: none"> 1. July 10, 2009 Submit IJ to SF Bay Pre-Screening Committee. 2. If approved, begin procurement process. 3. Develop Standard Operating Guidelines for radios. (September 2009) 4. Develop Training and Implementation Plan. (September 2009) 5. Receive Equipment. (October 2009) 6. Train and Exercise with Equipment. (October 2009) 7. Final Implementation (January 2010) 8. Project Completion (February 2010) |



IJ Budget Detail Worksheet:

(Pursuant to FY 07 B IJ Grant "Plan Implementation Guidance")

A. Personnel (Applicable: YES NO XXX)

| NAME/POSITION | COMPUTATION | COST |
|---------------|-------------|------|
| | | |
| | | |
| | | |

TOTAL: _____

B. Fringe Benefits (Applicable: YES NO XXX)

| NAME/POSITION | COMPUTATION | COST |
|---------------|-------------|------|
| | | |
| | | |
| | | |



M
E
Marine Exchange
Founded 1949

TOTAL: _____

C. Travel (Applicable: YES NO XXX)

| Purpose of Travel | Location | Item | Travel Policy Source | Computation | Cost |
|--------------------|---------------|---------|----------------------|-------------|------|
| Local Travel (POV) | SF Bay Region | Mileage | | | |
| Per Diem/Food | SF Bay Region | Per Day | | | |

TOTAL: _____

D. Equipment (Applicable: YES XXX NO)

| ITEM | COMPUTATION | COST |
|---------------|-------------|----------|
| Marine radios | | \$10,000 |

TOTAL: \$10,000

E. Supplies (Applicable: YES NO XXX)

| ITEM | COMPUTATION | COST |
|------|-------------|------|
| | | |
| | | |

TOTAL: _____

F. Consultant/Contracts (Applicable: YES NO XXX)

Consultant Fees

| Consultant Name | Provided Services | Computation | Cost |
|-----------------|-------------------|-------------|------|
| | | | |

SUB-TOTAL: _____

Consultant Expenses

| Item | Location | Computation | Cost |
|------|----------|-------------|--------|
| N/A | | | \$0.00 |

SUB-TOTAL: \$0.00

Contracts

| Item | Cost |
|------|--------|
| N/A | \$0.00 |

SUB-TOTAL: \$0.00

Budget Narrative: (Provide a narrative budget justification for each of the elements identified under *Section F* above): NONE – N/A

TOTAL: \$0.00

G. Other Costs (Applicable: YES NO XXX)

| Description | Computation | Cost |
|---------------|-------------------------|------|
| Allowable M&A | Included with equipment | |

TOTAL: _____



Founded 1948
M
E
Marine Exchange

H. Indirect Costs (Applicable: YES NO XXX)

| Description | Computation | Cost |
|-------------|-------------|------|
| N/A | | |

TOTAL: _____



M
E
Maritime Exchange
Founded 1949

BUDGET SUMMARY:

| BUDGET CATEGORY | FEDERAL AMOUNT | NON-FEDERAL AMOUNT |
|----------------------------|-----------------------|---------------------------|
| A. Personnel | | \$0.00 |
| B. Fringe Benefits | | \$0.00 |
| C. Travel | | \$0.00 |
| D. Equipment | \$10,000.00 | \$0.00 |
| E. Supplies | | \$0.00 |
| F. Consultants/Contracts | | \$0.00 |
| G. Other (M&A) | | \$0.00 |
| Total Direct Costs | \$10,000.00 | \$0.00 |
| H. Indirect Costs | | \$0.00 |
| TOTAL PROJECT COSTS | \$10,000.00 | \$0.00 |
| Federal Request | \$10,000.00 | (Waiver Requested) |
| Non-Federal Amount | | \$0.00 |



| | |
|---|--------------|
| M | Founded 1848 |
| E | |

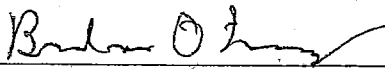
 Marine Exchange

A. Environmental & Historic Preservation (EHP) (Check as Applicable)

Negative Declaration: Yes No

The undersigned submitter of this Investment Justification for approval and allocation of FY 2007 Supplemental funds under the provisions of the Port Security Grant Program hereby certifies that the described project – having no construction, renovation, or field impact elements - will have no negative impact or effect on environmental or historic preservation considerations.

| | | |
|--|-------------------------------|----------|
| Assistant Deputy Chief Brendan O’Leary | San Francisco Fire Department | 07-23-09 |
| Submitter Name | Organization | Date |



 Signature

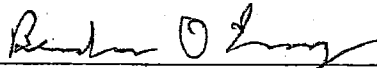
B. Waiver Request: Yes No

This IJ is submitted with a request to waive the required 25% federal fund (local) match. The waiver is requested due to extraordinary financial constraints. The City and County of San Francisco is facing a shortfall of \$438 million in FY 2009 & 2010, \$615 million in FY 2010 & 2011 and \$746 million in FY 2011 & 2012. In FY 2009, the San Francisco Fire Department’s salary and fringe benefits consisted of 93% of its operating budget. The remaining 7% of funding will be used for the maintenance of capital assets, the purchase of equipment, fuel property rentals, utilities and miscellaneous services.

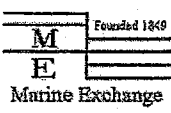
Due to this fiscal shortfall, the san Francisco Fire Department is not in a position to implement the program without the full support of the Port Security Grant Program.

The project scored by the Regional IJ Evaluation Board at a priority level for those projects recommended for funding.

| | | |
|--|-------------------------------|----------|
| Assistant Deputy Chief Brendan O’Leary | San Francisco Fire Department | 07-23-09 |
| Submitter Name | Organization | Date |



 Signature



Acknowledgement of IJ Submitter:

This formal Investment Justification has been prepared and reviewed by the undersigned per the guidance and requirements of the FY 2007 Supplemental Port Security Grant Program (PSGP) and the FEMA Regional PSGP SRM/TR "Plan Implementation Guidance" – and following local review and approval of the project by the IJ Evaluation Board of the Northern California Area Maritime Security Committee.

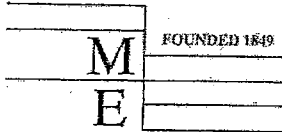
Signed: Brendan O'Leary

Date: 07-23-09

Print Name: Brendan O'Leary

ATTACHMENT “B”

PROCUREMENT AND PURCHASING POLICIES AND PROCEDURES WAIVER



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

February 16, 2011

Mr. Mark Corso
Finance Division
San Francisco Fire Department
698 2nd Street
San Francisco CA 94107

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

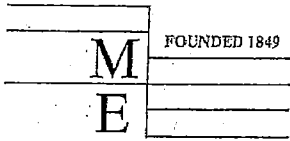
Dear Mark:

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 Port of San Francisco. All references in the Sub-Grantee Agreement to SFMX PSGP Procurement and Purchasing Policies and Procedures are waived.

Sincerely,

Rob Strahan
Chief Financial Officer



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

December 6, 2010

Mr. Kyle Merkins
San Francisco Fire Department
698 2nd Street
San Francisco CA 94107

RE: PSGP FY 2007 Supplemental Program – Grant Award #2007-GB-T7-K274
SF Bay Region IJ Project #12 – San Francisco Fire Department – Thermal Imaging
Cameras
(Federal Match Value: \$20,000.00 USD)

Dear Kyle:

I am pleased to inform you that your project submitted under the FEMA Port Security Grant Program, FY 2007 Supplemental has received final approval and may begin immediately.

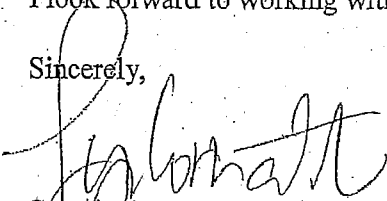
Enclosed please find two copies of the Sub-Grantee Agreement between the Marine Exchange of the San Francisco Bay Region acting as Fiduciary Agent and your organization. Please sign both documents and return one of the original documents to the Marine Exchange of the San Francisco Bay Region, 505 Beach 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 before any payments can be authorized.

As you are aware, the performance timeline for the FY 2007 Supplemental Grant Program is extremely short. All projects must be completed and the grant closed out by September 30, 2012. This date is inflexible. If you have any concerns about your ability to execute the required Sub-Grantee Agreement or to complete your project before the final termination date, please contact me immediately.

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

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

THE SAN FRANCISCO FIRE 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 the City and County of San Francisco, a municipal corporation, acting by and through its San Francisco Fire 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 (FA) for the administration and management of the Port Security Grant Program for FY-2007 (Supplemental), 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 United States Coast Guard (USCG) Sector San Francisco and approved by FEMA for a sub-grant which is not to exceed U.S. \$20,000; 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", as evidenced by the letter from the Marine Exchange to the San Francisco Fire Department as Appendix B attached to this Agreement.
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

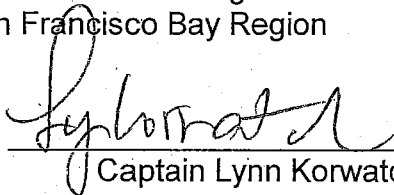
If to Sub-Grantee:

San Francisco Fire Department
Mark Kearney, Director of Homeland Security
698 Second Street
San Francisco, CA 94107

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:



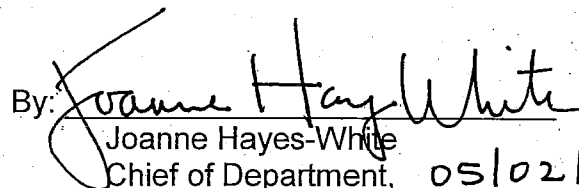
Captain Lynn Korwatch

Its: Executive Director

Dated: 4-26-11

Sub-Grantee Organization

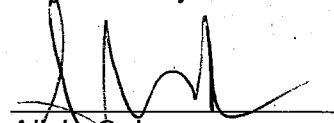
By:



Joanne Hayes-White
Chief of Department, 05/02/11
San Francisco Fire Department

Dated: 05/11

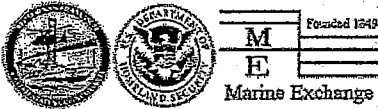
Approved as to Form
Dennis J. Herrera
City Attorney



Alicia Cabrera
Deputy City Attorney

ATTACHMENT “A”

**FINAL APPROVED
PROJECT INVESTMENT JUSTIFICATION AND BUDGET**



Formal PSGP Investment Justification Template (FY 2007 Supplemental)

| Investment Heading | |
|------------------------|---|
| Port Area | San Francisco Bay |
| State | California |
| Applicant Organization | San Francisco Fire Department |
| Investment Name | Thermal Imaging Cameras for Marine Response |
| Investment Amount | \$ 20,000 |

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 Instructions | <ul style="list-style-type: none"> • Area of Operations: <ul style="list-style-type: none"> ○ Identify COTP Zone ○ Identify eligible port area ○ Identify exact location of project site (i.e. physical address of facility being enhanced) ○ Identify who the infrastructure (project site) is owned or operated by, if not by your own organization • Point(s) of contact for organization (include contact information): <ul style="list-style-type: none"> ○ Identify the organization's Authorizing Official for entering into grant agreement, including contact information (include sub-grantee entering agreement within Group 1 and 2 port areas under FA process) ○ Identify the organization's primary point of contact for management of the project(s) • Ownership or Operation: <ul style="list-style-type: none"> ○ Identify whether the applicant is: (1) a private entity; (2) a state or local agency; or (3) a consortium composed of local stakeholder groups (i.e., river groups, ports, or terminal associations) representing federally regulated ports, terminals, US inspected passenger vessels or ferries. • Role in providing layered protection of regulated entities (applicable to State or local agencies, consortia and associations only): <ul style="list-style-type: none"> ○ Describe your organization's specific roles, responsibilities and activities in delivering layered protection • Important features: <ul style="list-style-type: none"> ○ Describe any operational issues you deem important to the consideration of your application (e.g., interrelationship of your operations with other eligible high-risk ports, etc.) |



| | |
|-----------------|---|
| Response | <ul style="list-style-type: none"> • Area of Operations: San Francisco Bay Region <ul style="list-style-type: none"> ○ COTP Zone: San Francisco Bay ○ Eligible port area: Port of San Francisco ○ Location of project site: Areas of Response for the SFFD, San Francisco, California. ○ Infrastructure ownership: Port of San Francisco / San Francisco Fire Department • Point(s) of contact for organization: <ul style="list-style-type: none"> ○ SF Bay Region PSGP Fiduciary Agent: Capt. Lynn Korwatch 415-441-5045 korwatch@sfmtx.org ○ Primary point of contact for management of the project(s): ADC Brendan O'Leary 415-558-3680 brendan.o'leary@sfgov.org • Ownership or Operation: <ul style="list-style-type: none"> ○ Applicant is: Local Agency • Role in providing layered protection of regulated entities (applicable to State or local agencies, consortia and associations only): <ul style="list-style-type: none"> ○ The San Francisco Fire Department provides prevention, protection and response for the Bay Region in the areas of: Firefighting, EMS, Hazardous Materials, Marine Safety and Marine Rescue. • Important features: <p>The San Francisco Fire Department is the only fire department in the region that has a 24/7 staffed Type 1 fireboat that provides service for three of the four Group 1 ports in the region. (SF, Oakland and Richmond). The SFFD provides support for Marine related incidents.</p> |
|-----------------|---|

II. Strategic and Program Priorities

| II.A. Provide a brief abstract of the Investment | |
|--|---|
| Response Type | Narrative |
| Page Limit | Not to exceed 1 page |
| Response Instructions | Provide a succinct statement summarizing this Investment |
| Response | <p>This project would be to purchase 4 thermal imaging cameras to be deployed on SFFD marine assets assigned along the waterfront and at the San Francisco International Airport. In the event of an incident at night these cameras are very useful in locating people in the water and under piers. In addition the cameras are very effective for seeing in heavy smoke conditions while battling a shipboard or pier fire. This project provides firefighters with a very useful tool to save lives and property in a maritime environment.</p> <p>Any incident on the water at night is much more hazardous due to the lack of visibility. It is very easy to pass right by someone or something in the water and not see them or it. This camera will assist rescuers with the ability to see better in the dark. All of our marine assets are available for a mutual aid regional response and the cameras would be an extra tool to assist the whole region if called upon.</p> |

| 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 1 page |



| | |
|------------------------------|---|
| Response Instructions | <ul style="list-style-type: none">• Describe how, and the extent to which, the investment addresses:<ul style="list-style-type: none">○ 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 | <p>This investment addresses the following PSGP priorities:</p> <ul style="list-style-type: none">○ Enhancement of Maritime Domain Awareness○ Enhancement of IED and WMD prevention, protection, response and recovery capabilities○ Training and exercises <p>This investment aligns with the Area Maritime Security Plan and Captain of the Port Priorities</p> |



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 | <ul style="list-style-type: none"> • Discuss how the project will reduce risk in a cost effective manner <ul style="list-style-type: none"> ◦ 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. For facility specific investments, the anticipated risk reduction in MSRAM should be included |
| Response | <p>This project will increase our capabilities to save lives and property at night and in heavy smoke conditions during a fire. These cameras are responsible for saving hundreds of lives every year and will reduce some of our vulnerabilities that we face during night and firefighting operations in a marine environment. This is a low cost project that will provide a high level of risk reduction for the Bay Region.</p> |

| III.B. Describe current capabilities similar to this Investment | |
|--|---|
| Response Type | Narrative |
| Page Limit | Not to exceed ½ page |
| Response Instructions | <ul style="list-style-type: none"> • 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 | <p>Currently there are no other agencies that have this capability in use in a marine environment.</p> |



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 following template illustrates how the applicants should indicate the amount of FY 2007 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 2007 PSGP Request Total | Match (Cash or In-Kind) | Grand Total |
|---|----------------------------|-----------------------------|--------------------|
| Maritime Domain Awareness | | | |
| IED and WMD Prevention, Protection Response and Recovery Capabilities | \$20,000.00 | \$0.00 Requesting Waiver | \$20,000.00 |
| Training | | | |
| Exercises | | | |
| TWIC Implementation | | | |
| M&A | | | |
| Total | \$20,000.00 | \$0.00 | \$20,000.00 |

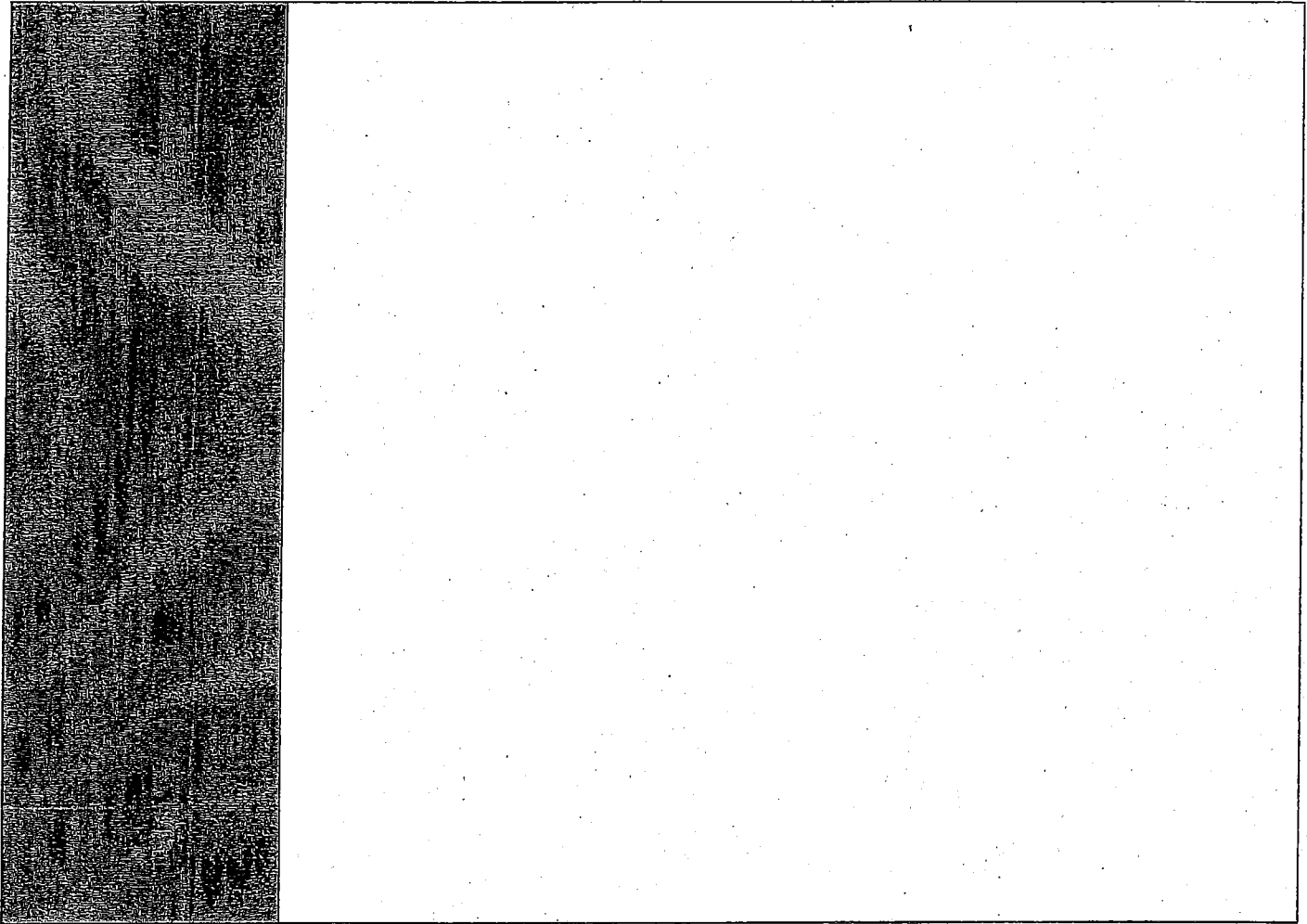
IV.B. Provide a high-level timeline, milestones and dates, for the implementation of this Investment such as stakeholder engagement, planning, major acquisitions or purchases, training, exercises, and process/policy updates. Up to 10 milestones may be provided.

| | |
|------------------------------|---|
| Response Type | Narrative |
| Page Limit | Not to exceed 1 page |
| Response Instructions | <ul style="list-style-type: none"> • 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 2007 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) |
| Response | <ol style="list-style-type: none"> 1. July 10, 2009 Submit IJ to SF Bay Pre-Screening Committee. 2. If approved, begin procurement process. 3. Develop Standard Operating Guidelines for cameras. (September 2009) 4. Develop Training and Implementation Plan. (October 2009) 5. Receive Equipment. (November 2009) 6. Train and Exercise with Equipment. (December 2009) 7. Final Implementation (January 2010) 8. Project completion (February 2010) |



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 E
 Marine Exchange

Founded 1848



IJ Budget Detail Worksheet:

(Pursuant to FY 07 B IJ Grant "Plan Implementation Guidance")

A. Personnel (Applicable: YES NO XXX)

| NAME/POSITION | COMPUTATION | COST |
|---------------|-------------|------|
| | | |
| | | |
| | | |
| | | |

TOTAL: _____

B. Fringe Benefits (Applicable: YES NO XXX)

| NAME/POSITION | COMPUTATION | COST |
|---------------|-------------|------|
| | | |
| | | |
| | | |
| | | |



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Marine Exchange

TOTAL: _____

C. Travel (Applicable: YES NO XXX)

| Purpose of Travel | Location | Item | Travel Policy Source | Computation | Cost |
|--------------------|---------------|---------|----------------------|-------------|------|
| Local Travel (POV) | SF Bay Region | Mileage | | | |
| Per Diem/Food | SF Bay Region | Per Day | | | |

TOTAL: _____

D. Equipment (Applicable: YES XXX NO)

| ITEM | COMPUTATION | COST |
|-------------------------|-------------|----------|
| Thermal Imaging Cameras | | \$25,000 |

TOTAL: \$20,000.00

E. Supplies (Applicable: YES NO XXX)

| ITEM | COMPUTATION | COST |
|------|-------------|------|
| | | |
| | | |

TOTAL: _____

F. Consultant/Contracts (Applicable: YES NO XXX)

Consultant Fees

| Consultant Name | Provided Services | Computation | Cost |
|-----------------|-------------------|-------------|------|
| | | | |

SUB-TOTAL: _____

Consultant Expenses

| Item | Location | Computation | Cost |
|------|----------|-------------|--------|
| N/A | | | \$0.00 |

SUB-TOTAL: \$0.00

Contracts

| Item | Cost |
|------|--------|
| N/A | \$0.00 |

SUB-TOTAL: \$0.00

Budget Narrative: (Provide a narrative budget justification for each of the elements identified under *Section F* above): NONE - N/A

TOTAL: \$0.00

G. Other Costs (Applicable: YES NO XXX)

| Description | Computation | Cost |
|---------------|-------------------------|------|
| Allowable M&A | Included with equipment | |

TOTAL: _____



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Marine Exchange

H. Indirect Costs (Applicable: YES NO XXX)

| Description | Computation | Cost |
|-------------|-------------|------|
| N/A | | |

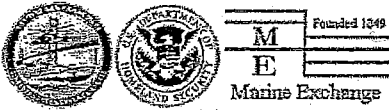
TOTAL: _____



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BUDGET SUMMARY:

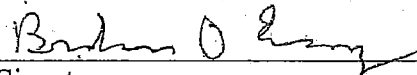
| BUDGET CATEGORY | FEDERAL AMOUNT | NON-FEDERAL AMOUNT |
|----------------------------|-----------------------|---------------------------|
| A. Personnel | | \$0.00 |
| B. Fringe Benefits | | \$0.00 |
| C. Travel | | \$0.00 |
| D. Equipment | \$20,000.00 | \$0.00 |
| E. Supplies | | \$0.00 |
| F. Consultants/Contracts | | \$0.00 |
| G. Other (M&A) | | \$0.00 |
| | | |
| Total Direct Costs | \$20,000.00 | \$0.00 |
| | | |
| H. Indirect Costs | | \$0.00 |
| | | |
| TOTAL PROJECT COSTS | \$20,000.00 | \$0.00 |
| | | |
| Federal Request | \$20,000.00 | (Waiver Requested) |
| Non-Federal Amount | | \$0.00 |



A. Environmental & Historic Preservation (EHP) (Check as Applicable)

Negative Declaration: Yes No

The undersigned submitter of this Investment Justification for approval and allocation of FY 2007 Supplemental funds under the provisions of the Port Security Grant Program hereby certifies that the described project – having no construction, renovation, or field impact elements - will have no negative impact or effect on environmental or historic preservation considerations.

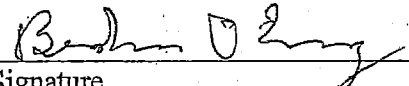
| | | |
|---|-------------------------------|----------|
| Assistant Deputy Chief Brendan O'Leary | San Francisco Fire Department | 07-23-09 |
| Submitter Name | Organization | Date |
|  | | |
| Signature | | |

B. Waiver Request: Yes No

This IJ is submitted with a request to waive the required 25% federal fund (local) match. The waiver is requested due to extraordinary financial constraints. The City and County of San Francisco is facing a shortfall of \$438 million in FY 2009 & 2010, \$615 million in FY 2010 & 2011 and \$746 million in FY 2011 & 2012. In FY 2009, the San Francisco Fire Department's salary and fringe benefits consisted of 93% of its operating budget. The remaining 7% of funding will be used for the maintenance of capital assets, the purchase of equipment, fuel property rentals, utilities and miscellaneous services.

Due to this fiscal shortfall, the San Francisco Fire Department is not in a position to implement the program without the full support of the Port Security Grant Program.

The project scored by the Regional IJ Evaluation Board at a priority level for those projects recommended for funding.

| | | |
|---|-------------------------------|----------|
| Assistant Deputy Chief Brendan O'Leary | San Francisco Fire Department | 07-23-09 |
| Submitter Name | Organization | Date |
|  | | |
| Signature | | |



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Acknowledgement of IJ Submitter:

This formal Investment Justification has been prepared and reviewed by the undersigned per the guidance and requirements of the FY 2007 Supplemental Port Security Grant Program (PSGP) and the FEMA Regional PSGP SRM/TR "Plan Implementation Guidance" – and following local review and approval of the project by the IJ Evaluation Board of the Northern California Area Maritime Security Committee.

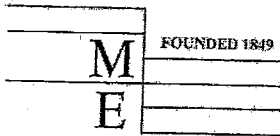
Signed: Brendan O'Leary

Date: 07-23-09

Print Name: Brendan O'Leary

ATTACHMENT "B"

PROCUREMENT AND PURCHASING POLICIES AND PROCEDURES WAIVER



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

February 16, 2011

Mr. Mark Corso
Finance Division
San Francisco Fire Department
698 2nd Street
San Francisco CA 94107

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

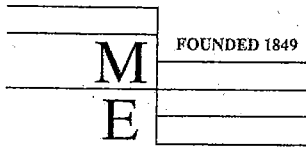
Dear Mark:

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 Port of San Francisco. All references in the Sub-Grantee Agreement to SFMX PSGP Procurement and Purchasing Policies and Procedures are waived.

Sincerely,

Rob Strahan
Chief Financial Officer



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

January 17, 2011

Mr. Mark Kearney, Assistant Deputy Chief
Division of Homeland Security
San Francisco Fire Department
698 2nd Street, Room 209
San Francisco CA 94107

RE: PSGP FY 2007 Supplemental Program – Grant Award #2007-GB-T7-K274
SF Bay Region IJ Project #13 – San Francisco Fire Department – Personal Water Craft
for Marine Response
(Federal Match Value: \$25,000.00 USD)

Dear Mark:

I am pleased to inform you that your project submitted under the FEMA Port Security Grant Program, FY 2007 Supplemental has received final approval and may begin immediately.

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 before any payments can be authorized.

As you are aware, the performance timeline for the FY 2007 Supplemental Grant Program is extremely short. All projects must be completed and the grant closed out by September 30, 2012. This date is inflexible. If you have any concerns about your ability to execute the required Sub-Grantee Agreement or to complete your project before the final termination date, please contact me immediately.

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

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

THE SAN FRANCISCO FIRE 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 the City and County of San Francisco, a municipal corporation, acting by and through its San Francisco Fire 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 (FA) for the administration and management of the Port Security Grant Program for FY-2007 (Supplemental), 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 United States Coast Guard (USCG) Sector San Francisco and approved by FEMA for a sub-grant which is not to exceed U.S. \$25,000; 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", as evidenced by the letter from the Marine Exchange to the San Francisco Fire Department as Appendix B attached to this Agreement.
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:

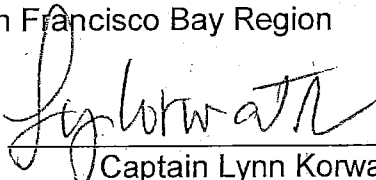
Marine Exchange of the San Francisco Bay Region
Captain Lynn Korwatch, Executive Director
505 Beach Street, Suite 300
San Francisco, CA 94133-1131

If to Sub-Grantee:

San Francisco Fire Department
Mark Kearney, Director of Homeland Security
698 Second Street
San Francisco, CA 94107

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

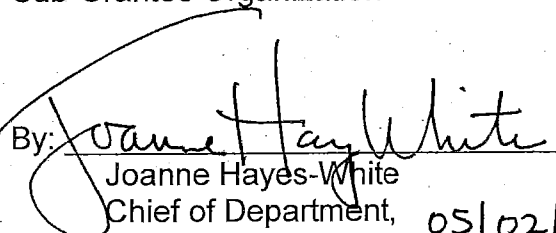
By: 

Captain Lynn Korwatch

Its: Executive Director

Dated: 4-26-11

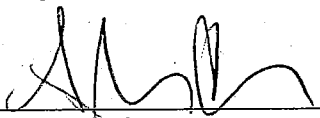
Sub-Grantee Organization

By: 

Joanne Hayes-White
Chief of Department, 05/02/11
San Francisco Fire Department

Dated: 5/9/11

Approved as to Form
Dennis J. Herrera
City Attorney



Alicia Cabrera
Deputy City Attorney

ATTACHMENT “A”

**FINAL APPROVED
PROJECT INVESTMENT JUSTIFICATION AND BUDGET**



Formal PSGP Investment Justification Template (FY 2007 Supplemental) IJ #13

| Investment Heading | |
|-------------------------------|--|
| Port Area | San Francisco Bay |
| State | California |
| Applicant Organization | San Francisco Fire Department |
| Investment Name | Personal Water Craft for Marine Response |
| Investment Amount | \$ 25,000 |

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 Instructions | <ul style="list-style-type: none"> • Area of Operations: <ul style="list-style-type: none"> ○ Identify COTP Zone ○ Identify eligible port area ○ Identify exact location of project site (i.e. physical address of facility being enhanced) ○ Identify who the infrastructure (project site) is owned or operated by, if not by your own organization • Point(s) of contact for organization (include contact information): <ul style="list-style-type: none"> ○ Identify the organization's Authorizing Official for entering into grant agreement, including contact information (include sub-grantee entering agreement within Group 1 and 2 port areas under FA process) ○ Identify the organization's primary point of contact for management of the project(s) • Ownership or Operation: <ul style="list-style-type: none"> ○ Identify whether the applicant is: (1) a private entity; (2) a state or local agency; or (3) a consortium composed of local stakeholder groups (i.e., river groups, ports, or terminal associations) representing federally regulated ports, terminals, US inspected passenger vessels or ferries. • Role in providing layered protection of regulated entities (applicable to State or local agencies, consortia and associations only): <ul style="list-style-type: none"> ○ Describe your organization's specific roles, responsibilities and activities in delivering layered protection • Important features: <ul style="list-style-type: none"> ○ Describe any operational issues you deem important to the consideration of your application (e.g., interrelationship of your operations with other eligible high-risk ports, etc.) |



| | |
|-----------------|--|
| Response | <ul style="list-style-type: none"> • Area of Operations: San Francisco Bay Region <ul style="list-style-type: none"> ○ COTP Zone: San Francisco Bay ○ Eligible port area: Port of San Francisco ○ Location of project site: Areas of Response for the SFFD, San Francisco, California. ○ Infrastructure ownership: Port of San Francisco / San Francisco Fire Department • Point(s) of contact for organization: <ul style="list-style-type: none"> ○ SF Bay Region PSGP Fiduciary Agent: Capt. Lynn Korwatch 415-441-5045 korwatch@sfmtx.org ○ Primary point of contact for management of the project(s): ADC Brendan O'Leary 415-558-3680 brendan.o'leary@sfgov.org • Ownership or Operation: <ul style="list-style-type: none"> ○ Applicant is: Local Agency • Role in providing layered protection of regulated entities (applicable to State or local agencies, consortia and associations only): <ul style="list-style-type: none"> ○ The San Francisco Fire Department provides prevention, protection and response for the Bay Region in the areas of: Firefighting, EMS, Hazardous Materials, Marine Safety and Marine Rescue. • Important features: <p>The San Francisco Fire Department is the only fire department in the region that has a 24/7 staffed Type 1 fireboat that provides service for three of the four Group 1 ports in the region. (SF, Oakland and Richmond). The SFFD provides support for Marine related incidents.</p> |
|-----------------|--|

II. Strategic and Program Priorities

| II.A. Provide a brief abstract of the Investment | |
|--|---|
| Response Type | Narrative |
| Page Limit | Not to exceed 1 page |
| Response Instructions | Provide a succinct statement summarizing this Investment |
| Response | This project would be to purchase two Personal Water Craft (PWC) and a trailer to enhance our marine response capabilities. |

| 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 1 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 addresses the following PSGP priorities:

- Enhancement of Maritime Domain Awareness
- Enhancement of IED and WMD prevention, protection, response and recovery capabilities
- Training and exercises

This investment aligns with the Area Maritime Security Plan and Captain of the Port Priorities



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 1/2 page |
| Response Instructions | <ul style="list-style-type: none"> • Discuss how the project will reduce risk in a cost effective manner <ul style="list-style-type: none"> ○ 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. For facility specific investments, the anticipated risk reduction in MSRAM should be included |
| Response | <p>Personal Water Crafts (PWC) have proven to be a very effective platform for marine safety and rescue. From surf to swift water and floods these small vessels have saved hundreds of lives and are used by public safety agencies all over the world. SF Bay has numerous areas that are not accessible due to shallow water or confined space such as under a pier. PWC allow rescuers and responders to operate safely in these vulnerable areas. The PWC can be deployed anywhere in the region via a trailer to assist with any marine emergency that may occur.</p> <p>This is a low cost project that will provide a high level of risk reduction for the Bay Region.</p> |

| III.B. Describe current capabilities similar to this investment. | |
|---|---|
| Response Type | Narrative |
| Page Limit | Not to exceed 1/2 page |
| Response Instructions | <ul style="list-style-type: none"> • 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 | <p>Currently the watercrafts are being used by some local law enforcement agencies for inspecting critical infrastructure.</p> |



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 following template illustrates how the applicants should indicate the amount of FY 2007 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 2007 PSGP Request Total | Match (Cash or In-Kind) | Grand Total |
|---|----------------------------|-----------------------------|-------------|
| <i>Maritime Domain Awareness</i> | | | |
| <i>IED and WMD Prevention, Protection, Response and Recovery Capabilities</i> | \$25,000.00 | \$0.00 Requesting Waiver | \$25,000.00 |
| <i>Training</i> | | | |
| <i>Exercises</i> | | | |
| <i>TWIC Implementation</i> | | | |
| <i>M&A</i> | | | |
| Total | \$25,000.00 | \$0.00 | \$25,000.00 |

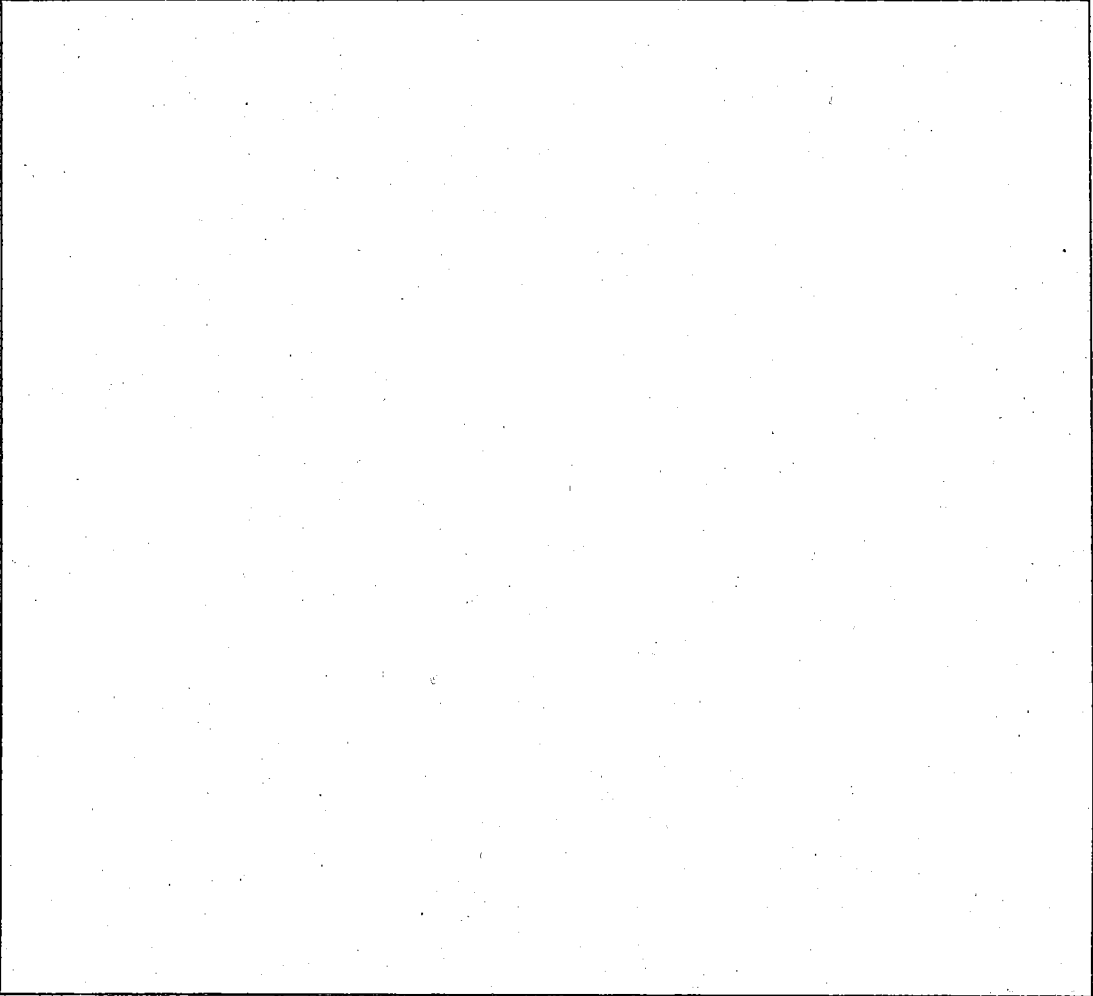
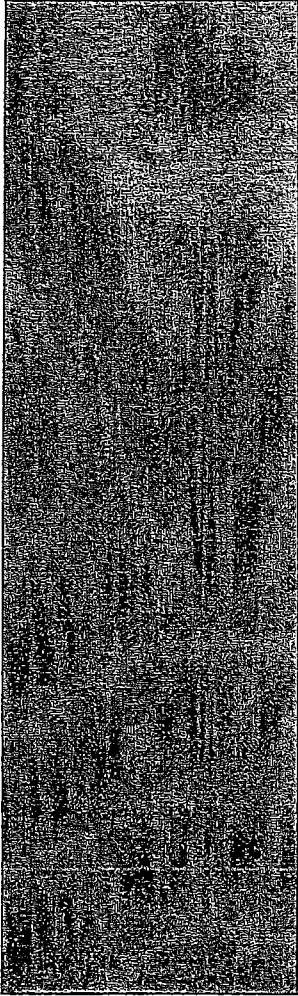
IV.B. Provide a high-level timeline, milestones and dates, for the implementation of this Investment such as stakeholder engagement, planning, major acquisitions or purchases, training, exercises, and process/policy updates. Up to 10 milestones may be provided.

| Response Type | Narrative |
|-----------------------|---|
| Page Limit | Not to exceed 1 page |
| Response Instructions | <ul style="list-style-type: none"> • 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 2007 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) |
| Response | <ol style="list-style-type: none"> 1. July 10, 2009 Submit IJ to SF Bay Pre-Screening Committee. 2. If approved, begin procurement process. 3. Develop Standard Operating Guidelines for the boats. (September 2009) 4. Develop Training and Implementation Plan. (September 2009) 5. Receive Equipment. (December 2009) 6. Train and Exercise with Equipment. (January 2010) 7. Final Implementation (February 2010) 8. Project Completion (March 2010) |



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IJ Budget Detail Worksheet:

(Pursuant to FY 07 B IJ Grant "Plan Implementation Guidance")

A. Personnel (Applicable: YES NO XXX)

| NAME/POSITION | COMPUTATION | COST |
|---------------|-------------|------|
| | | |
| | | |
| | | |
| | | |

TOTAL: _____

B. Fringe Benefits (Applicable: YES NO XXX)

| NAME/POSITION | COMPUTATION | COST |
|---------------|-------------|------|
| | | |
| | | |
| | | |
| | | |



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TOTAL: _____

C. Travel (Applicable: YES NO XXX)

| Purpose of Travel | Location | Item | Travel Policy Source | Computation | Cost |
|--------------------|---------------|---------|----------------------|-------------|------|
| Local Travel (POV) | SF Bay Region | Mileage | | | |
| Per Diem/Food | SF Bay Region | Per Day | | | |

TOTAL: _____

D. Equipment (Applicable: YES XXX NO)

| ITEM | COMPUTATION | COST |
|--------------------------------|-------------|----------|
| Personal Water Craft & Trailer | | \$25,000 |

TOTAL: \$25,000

E. Supplies (Applicable: YES NO XXX)

| ITEM | COMPUTATION | COST |
|------|-------------|------|
| | | |
| | | |

TOTAL: _____

F. Consultant/Contracts (Applicable: YES NO XXX)

Consultant Fees

| Consultant Name | Provided Services | Computation | Cost |
|-----------------|-------------------|-------------|------|
| | | | |

SUB-TOTAL: _____

Consultant Expenses

| Item | Location | Computation | Cost |
|------|----------|-------------|--------|
| N/A | | | \$0.00 |

SUB-TOTAL: \$0.00

Contracts

| Item | Cost |
|------|--------|
| N/A | \$0.00 |

SUB-TOTAL: \$0.00

Budget Narrative: (Provide a narrative budget justification for each of the elements identified under Section F above): NONE – N/A

TOTAL: \$0.00

G. Other Costs (Applicable: YES NO XXX)

| Description | Computation | Cost |
|---------------|-------------------------|------|
| Allowable M&A | Included with equipment | |

TOTAL: _____



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H. Indirect Costs (Applicable: YES NO XXX)

| Description | Computation | Cost |
|-------------|-------------|------|
| N/A | | |

TOTAL: _____



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BUDGET SUMMARY:

| BUDGET CATEGORY | FEDERAL AMOUNT | NON-FEDERAL AMOUNT |
|----------------------------|--------------------|---------------------------|
| A. Personnel | | \$0.00 |
| B. Fringe Benefits | | \$0.00 |
| C. Travel | | \$0.00 |
| D. Equipment | \$25,000.00 | \$0.00 |
| E. Supplies | | \$0.00 |
| F. Consultants/Contracts | | \$0.00 |
| G. Other (M&A) | | \$0.00 |
| Total Direct Costs | \$25,000.00 | \$0.00 |
| H. Indirect Costs | | \$0.00 |
| TOTAL PROJECT COSTS | \$25,000.00 | \$0.00 |
| Federal Request | \$25,000.00 | (Waiver Requested) |
| Non-Federal Amount | | \$0.00 |



A. Environmental & Historic Preservation (EHP) (Check as Applicable)

Negative Declaration: Yes No

The undersigned submitter of this Investment Justification for approval and allocation of FY 2007 Supplemental funds under the provisions of the Port Security Grant Program hereby certifies that the described project – having no construction, renovation, or field impact elements - will have no negative impact or effect on environmental or historic preservation considerations.

Assistant Deputy Chief Brendan O’Leary San Francisco Fire Department 07-23-09
Submitter Name Organization Date

Brendan O’Leary
Signature

B. Waiver Request: Yes No

This IJ is submitted with a request to waive the required 25% federal fund (local) match. The waiver is requested due to extraordinary financial constraints. The City and County of San Francisco is facing a shortfall of \$438 million in FY 2009 & 2010, \$615 million in FY 2010 & 2011 and \$746 million in FY 2011 & 2012. In FY 2009, the San Francisco Fire Department’s salary and fringe benefits consisted of 93% of its operating budget. The remaining 7% of funding will be used for the maintenance of capital assets, the purchase of equipment, fuel property rentals, utilities and miscellaneous services.

Due to this fiscal shortfall, the San Francisco Fire Department is not in a position to implement the program without the full support of the Port Security Grant Program.

The project scored by the Regional IJ Evaluation Board at a priority level for those projects recommended for funding.

Assistant Deputy Chief Brendan O’Leary San Francisco Fire Department 07-23-09
Submitter Name Organization Date

Brendan O’Leary
Signature



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Acknowledgement of IJ Submitter:

This formal Investment Justification has been prepared and reviewed by the undersigned per the guidance and requirements of the FY 2007 Supplemental Port Security Grant Program (PSGP) and the FEMA Regional PSGP SRM/TR "Plan Implementation Guidance" – and following local review and approval of the project by the IJ Evaluation Board of the Northern California Area Maritime Security Committee.

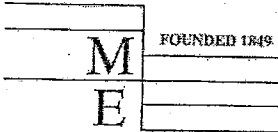
Signed: Brendan O'Leary

Date: 07-23-09

Print Name: Brendan O'Leary

ATTACHMENT “B”

PROCUREMENT AND PURCHASING POLICIES AND PROCEDURES WAIVER



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

February 16, 2011

Mr. Mark Corso
Finance Division
San Francisco Fire Department
698 2nd Street
San Francisco CA 94107

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

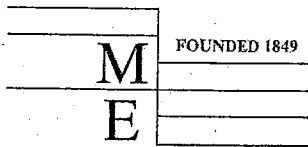
Dear Mark:

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 Port of San Francisco. All references in the Sub-Grantee Agreement to SFMX PSGP Procurement and Purchasing Policies and Procedures are waived.

Sincerely,

Rob Strahan
Chief Financial Officer



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

January 17, 2011

Mr. Mark Kearney, Assistant Deputy Chief
Division of Homeland Security
San Francisco Fire Department
698 2nd Street, Room 209
San Francisco CA 94107

RE: PSGP FY 2007 Supplemental Program – Grant Award #2007-GB-T7-K274
SF Bay Region IJ Project #16 – San Francisco Fire Department – Managed Bay Coastal
Monitoring System
(Federal Match Value: \$25,000.00 USD)

Dear Mark:

I am pleased to inform you that your project submitted under the FEMA Port Security Grant Program, FY 2007 Supplemental has received final approval and may begin immediately.

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 before any payments can be authorized.

As you are aware, the performance timeline for the FY 2007 Supplemental Grant Program is extremely short. All projects must be completed and the grant closed out by September 30, 2012. This date is inflexible. If you have any concerns about your ability to execute the required Sub-Grantee Agreement or to complete your project before the final termination date, please contact me immediately.

Again, congratulations. If you have any questions or concerns, please contact me via email at grants@sfmex.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

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

THE SAN FRANCISCO FIRE 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 the City and County of San Francisco, a municipal corporation, acting by and through its San Francisco Fire 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 (FA) for the administration and management of the Port Security Grant Program for FY-2007 (Supplemental), 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 United States Coast Guard (USCG) Sector San Francisco and approved by FEMA for a sub-grant which is not to exceed U.S. \$25,000; 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", as evidenced by the letter from the Marine Exchange to the San Francisco Fire Department as Appendix B attached to this Agreement.

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 Fire Department
Mark Kearney, Director of Homeland Security
698 Second Street
San Francisco, CA 94107

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

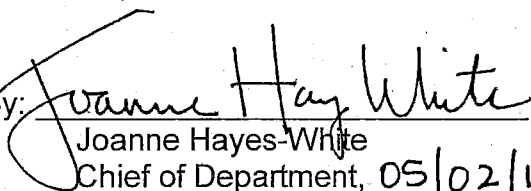
By: 

Captain Lynn Korwatch

Its: Executive Director

Dated: 4-26-11

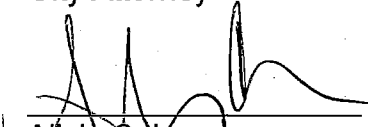
Sub-Grantee Organization

By: 

Joanne Hayes-White
Chief of Department, 05/02/11
San Francisco Fire Department

Dated: 5/9/11

Approved as to Form
Dennis J. Herrera
City Attorney



Alicia Cabrera
Deputy City Attorney

ATTACHMENT “A”

**FINAL APPROVED
PROJECT INVESTMENT JUSTIFICATION AND BUDGET**



Formal PSGP Investment Justification Template (FY 2007 Supplemental) IJ # 16

| Investment Heading | |
|------------------------|---------------------------------------|
| Port Area | San Francisco Bay |
| State | California |
| Applicant Organization | San Francisco Fire Department |
| Investment Name | Managed Bay Coastal Monitoring System |
| Investment Amount | \$ 25,000 |

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 Instructions | <ul style="list-style-type: none"> • Area of Operations: <ul style="list-style-type: none"> o Identify COTP Zone o Identify eligible port area o Identify exact location of project site (i.e. physical address of facility being enhanced) o Identify who the infrastructure (project site) is owned or operated by, if not by your own organization • Point(s) of contact for organization (include contact information): <ul style="list-style-type: none"> o Identify the organization's Authorizing Official for entering into grant agreement, including contact information (include sub-grantee entering agreement within Group 1 and 2 port areas under FA process) o Identify the organization's primary point of contact for management of the project(s) • Ownership or Operation: <ul style="list-style-type: none"> o Identify whether the applicant is: (1) a private entity; (2) a state or local agency; or (3) a consortium composed of local stakeholder groups (i.e., river groups, ports, or terminal associations) representing federally regulated ports, terminals, US inspected passenger vessels or ferries. • Role in providing layered protection of regulated entities (applicable to State or local agencies, consortia and associations only): <ul style="list-style-type: none"> o Describe your organization's specific roles, responsibilities and activities in delivering layered protection • Important features: <ul style="list-style-type: none"> o Describe any operational issues you deem important to the consideration of your application (e.g., interrelationship of your operations with other eligible high-risk ports, etc.) |



| | |
|-----------------|--|
| Response | <ul style="list-style-type: none"> • Area of Operations: San Francisco Bay Region <ul style="list-style-type: none"> ○ COTP Zone: San Francisco Bay ○ Eligible port area: Port of San Francisco ○ Location of project site: Pier 22 1/2, San Francisco, California. ○ Infrastructure ownership: Port of San Francisco / San Francisco Fire Department • Point(s) of contact for organization: <ul style="list-style-type: none"> ○ SF Bay Region PSGP Fiduciary Agent: Capt. Lynn Korwatch 415-441-5045 korwatch@sfmtx.org ○ Primary point of contact for management of the project(s): ADC Brendan O'Leary 415-558-3680 brendan.o'leary@sfgov.org • Ownership or Operation: <ul style="list-style-type: none"> ○ Applicant is: Local Agency • Role in providing layered protection of regulated entities (applicable to State or local agencies, consortia and associations only): <ul style="list-style-type: none"> ○ The San Francisco Fire Department provides prevention, protection and response for the Bay Region in the areas of: Firefighting, EMS, Hazardous Materials, Marine Safety and Marine Rescue. • Important features: The San Francisco Fire Department is the only fire department in the region that has a 24/7 staffed Type 1 fireboat that provides service for three of the four group 1 ports in the region. (SF, Oakland and Richmond) |
|-----------------|--|

II. Strategic and Program Priorities

| II.A. Provide a brief abstract of the Investment | |
|---|--|
| Response Type | Narrative |
| Page Limit | Not to exceed 1 page |
| Response Instructions | Provide a succinct statement summarizing this Investment |
| Response | <p>Managed Coastal Monitoring System utilizing one high resolution point to zoom camera located at Pier 22 1/2. This system shall provide a force multiplier in enhancing Marine Domain Awareness internally for the SFFD, Homeland Security Unit, as well as allied agencies. This coastal monitoring system shall give SFFD the ability to observe shipping traffic traveling through the Bay from the Golden Gate Bridge to the San Francisco/Oakland Bay Bridge. The vision provided by this system will greatly enhance the ability to deploy resources and assess risk throughout the SFFD area of responsibility while at the same time providing an interoperable command and control system to share amongst other agencies and departments.</p> <p>This system is scalable and able to integrate with additional cameras that may be purchased in order to maximize government coverage and security of the Bay region. This system shall be accessible remotely through a secure VPN to a list of trusted officers and operators within SFFD and other cooperating agencies in support of Marine Domain Awareness in San Francisco Bay. These trusted operators and agencies will have varying access from full control to view only. In addition this system shall be able to supply video feed to SFFD/allied agency assets on land or deployed in the Bay.</p> |

| 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 1 page |



| | |
|------------------------------|---|
| Response Instructions | <ul style="list-style-type: none">• Describe how, and the extent to which, the investment addresses:<ul style="list-style-type: none">○ 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 | <p>This investment addresses the following PSGP priorities:</p> <ul style="list-style-type: none">○ Enhancement of Maritime Domain Awareness○ Enhancement of IED and WMD prevention, protection, response and recovery capabilities○ Training and exercises <p>This investment aligns with the Area Maritime Security Plan and Captain of the Port Priorities</p> |



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 1/2 page |
| Response Instructions | <ul style="list-style-type: none"> • Discuss how the project will reduce risk in a cost effective manner <ul style="list-style-type: none"> ◦ 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. For facility specific investments, the anticipated risk reduction in MSRAM should be included |
| Response | <p>This project provides officers the capability of receiving vision of maritime traffic in the bay area which can be utilized in deploying resources to prevent and deter nefarious behavior and detect anomalies in ship traffic patterns. This system will give officers the ability to magnify targets to identify vessels and suspects and survey areas of interest to identify potential threats. This system will reduce the risk of loss or injury to any and all government and civilian vessels and personnel by utilizing a common operational picture provided through a well positioned camera. This project offers a high level of risk reduction and situational awareness at a very affordable price</p> |

| III.B. Describe current capabilities similar to this investment | |
|--|---|
| Response Type | Narrative |
| Page Limit | Not to exceed 1/2 page |
| Response Instructions | <ul style="list-style-type: none"> • 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 | <p>Currently the USCG has a camera system in use on the bay. The SFFD does not have access to the system. The SFPD is also requesting a similar system. The goal is to be able to link the systems together to enhance joint operations.</p> |



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.

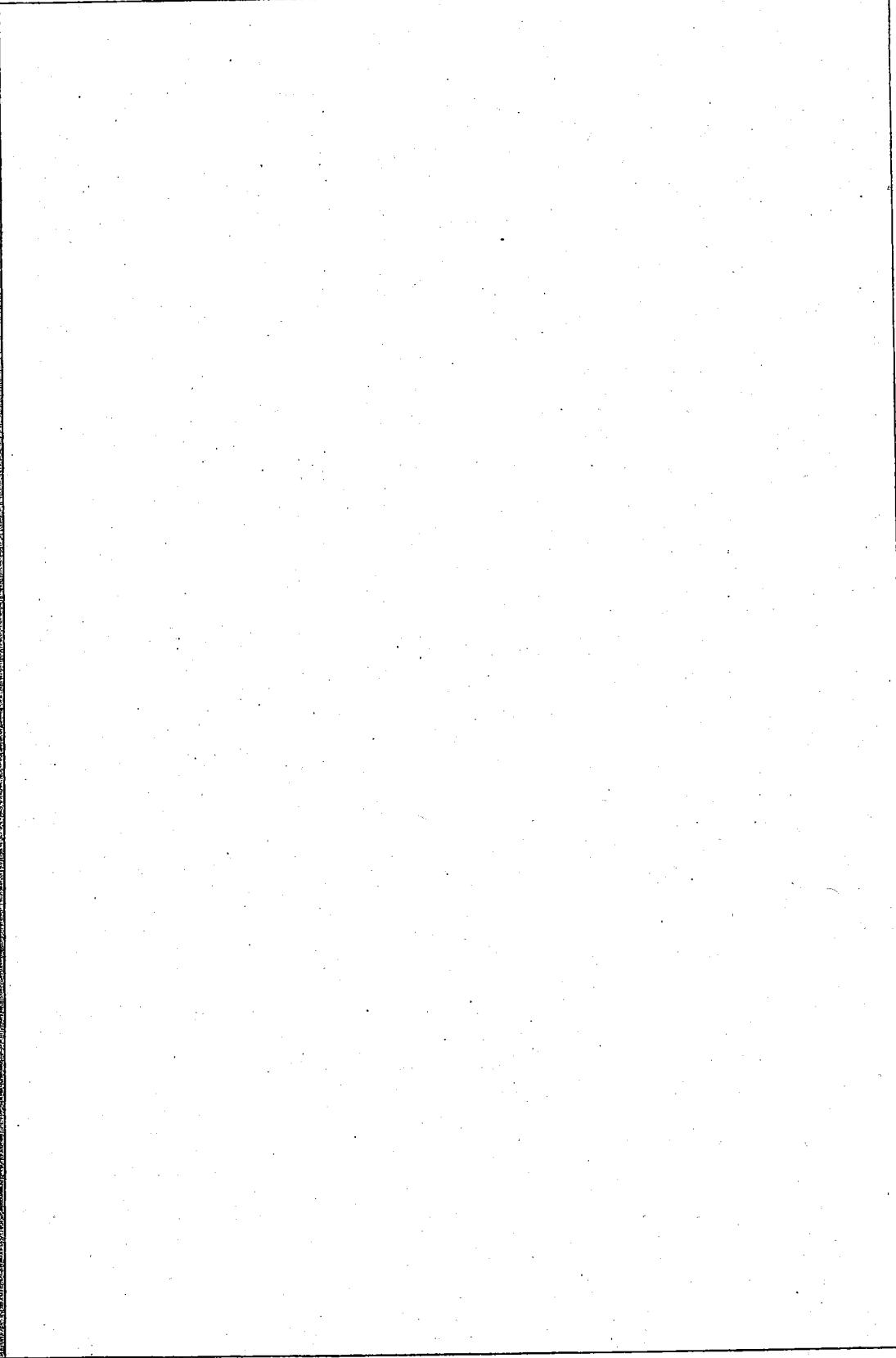
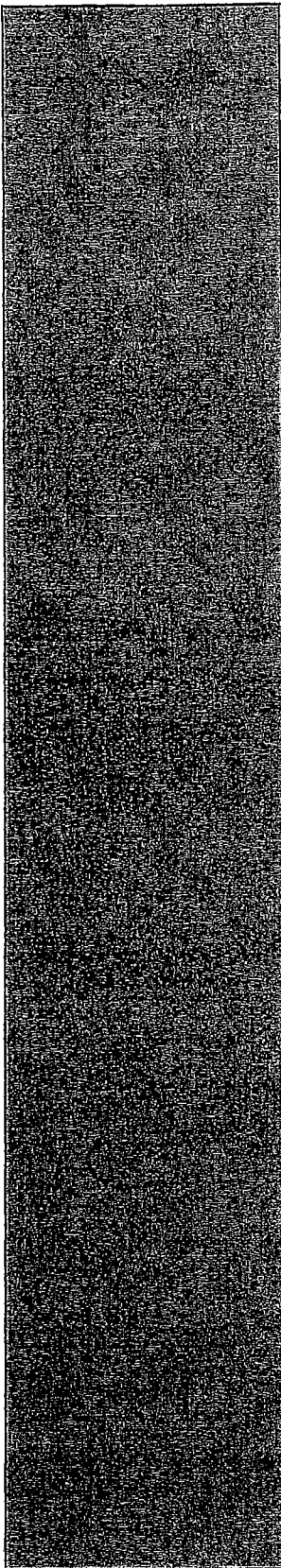
The following template illustrates how the applicants should indicate the amount of FY 2007 PSGP funding required for the investment, how these funds will be allocated across the cost elements, and the required cash or in-kind match:

| IV.A. Investment Funding Plan | FY 2007 PSGP Request Total | Match (Cash or In-Kind) | Grand Total |
|---|----------------------------|-------------------------|-----------------|
| Maritime Domain Awareness | \$25,000 | Requesting waiver | \$25,000 |
| IED and WMD Prevention, Protection Response and Recovery Capabilities | | | |
| Training | | | |
| Exercises | | | |
| TWIC Implementation | | | |
| M&A | | | |
| Total | \$25,000 | | \$25,000 |

| 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 | <ul style="list-style-type: none"> • 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 2007 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) |
| Response | <ol style="list-style-type: none"> 1. July 10, 2009 Submit IJ to SF Bay Pre-Screening Committee. 2. If approved, begin procurement process. 3. Develop Standard Operating Guidelines for cameras. (September 2009) 4. Develop Training and Implementation Plan. (September 2009) 5. Receive Equipment. (December 2009) 6. Train and Exercise with Equipment. (January 2010) 7. Final Implementation (April 2010) 8. Project Completion (May 2010) |



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Marine Exchange





TOTAL: _____

C. Travel (Applicable: YES NO XXX)

| Purpose of Travel | Location | Item | Travel Policy Source | Computation | Cost |
|--------------------|---------------|---------|----------------------|-------------|------|
| Local Travel (POV) | SF Bay Region | Mileage | | | |
| Per Diem/Food | SF Bay Region | Per Day | | | |

TOTAL: _____

D. Equipment (Applicable: YES XXX NO)

| ITEM | COMPUTATION | COST |
|---------------------------|-------------|----------|
| Camera & Install material | | \$25,000 |

TOTAL: \$25,000

E. Supplies (Applicable: YES NO XXX)

| ITEM | COMPUTATION | COST |
|------|-------------|------|
| | | |
| | | |

TOTAL: _____

F. Consultant/Contracts (Applicable: YES NO XXX)

Consultant Fees

| Consultant Name | Provided Services | Computation | Cost |
|-----------------|-------------------|-------------|------|
| | | | |

SUB-TOTAL: _____

Consultant Expenses

| Item | Location | Computation | Cost |
|------|----------|-------------|--------|
| N/A | | | \$0.00 |

SUB-TOTAL: \$0.00

Contracts

| Item | Cost |
|------|--------|
| N/A | \$0.00 |

SUB-TOTAL: \$0.00

Budget Narrative: (Provide a narrative budget justification for each of the elements identified under Section F above): NONE - N/A

TOTAL: \$0.00

G. Other Costs (Applicable: YES NO XXX)

| Description | Computation | Cost |
|---------------|-------------------------|------|
| Allowable M&A | Included with equipment | |

TOTAL: _____



M
 E
 Marine Exchange
 Founded 1849

Consultant Expenses

| Item | Location | Computation | Cost |
|------|----------|-------------|--------|
| N/A | | | \$0.00 |

SUB-TOTAL: _____ \$0.00

Contracts

| Item | Cost |
|------|--------|
| N/A | \$0.00 |

SUB-TOTAL: _____ \$0.00

Budget Narrative: (Provide a narrative budget justification for each of the elements identified under *Section F* above): NONE – N/A

TOTAL: _____ \$0.00

G. Other Costs (Applicable: YES NO XXX)

| Description | Computation | Cost |
|---------------|-------------------------|------|
| Allowable M&A | Included with equipment | |

TOTAL: _____

H. Indirect Costs (Applicable: YES NO XXX)

| Description | Computation | Cost |
|-------------|-------------|------|
| N/A | | |

TOTAL: _____



Founded 1849
M
E
Marine Exchange

BUDGET SUMMARY:

| BUDGET CATEGORY | FEDERAL AMOUNT | NON-FEDERAL AMOUNT |
|----------------------------|-----------------------|---------------------------|
| A. Personnel | | \$0.00 |
| B. Fringe Benefits | | \$0.00 |
| C. Travel | | \$0.00 |
| D. Equipment | \$25,000.00 | \$0.00 |
| E. Supplies | | \$0.00 |
| F. Consultants/Contracts | | \$0.00 |
| G. Other (M&A) | | \$0.00 |
| | | |
| Total Direct Costs | | \$0.00 |
| | | |
| H. Indirect Costs | | \$0.00 |
| | | |
| TOTAL PROJECT COSTS | | \$0.00 |
| | | |
| Federal Request | \$25,000.00 | (Waiver Requested) |
| Non-Federal Amount | | \$0.00 |




A. Environmental & Historic Preservation (EHP) (Check as Applicable)

Negative Declaration: Yes No

The undersigned submitter of this Investment Justification for approval and allocation of FY 2007 Supplemental funds under the provisions of the Port Security Grant Program hereby certifies that the described project – having no construction, renovation, or field impact elements - will have no negative impact or effect on environmental or historic preservation considerations. An EIR is currently being conducted. It is anticipated that there will be no impact regarding EHP requirements pursuant to FEMA Informational Bulletin 271.

| | | |
|-----------------|-------------------------------|----------|
| Brendan O'Leary | San Francisco Fire Department | 07-22-09 |
| Submitter Name | Organization | Date |


Signature


B. Waiver Request: Yes No

This IJ is submitted with a request to waive the required 25% federal fund (local) match. The waiver is requested due to extraordinary financial constraints. The City and County of San Francisco is facing a shortfall of \$438 million in FY 2009 & 2010, \$615 million in FY 2010 & 2011 and \$746 million in FY 2011 & 2012. In FY 2009, the San Francisco Fire Department's salary and fringe benefits consisted of 93% of its operating budget. The remaining 7% of funding will be used for the maintenance of capital assets, the purchase of equipment, fuel property rentals, utilities and miscellaneous services.

Due to this fiscal shortfall, the San Francisco Fire Department is not in a position to implement the program without the full support of the Port Security Grant Program.

The project scored by the Regional IJ Evaluation Board at a priority level for those projects recommended for funding.

| | | |
|-----------------|-------------------------------|----------|
| Brendan O'Leary | San Francisco Fire Department | 07-22-09 |
| Submitter Name | Organization | Date |


Signature



Acknowledgement of IJ Submitter:

This formal Investment Justification has been prepared and reviewed by the undersigned per the guidance and requirements of the FY 2007 Supplemental Port Security Grant Program (PSGP) and the FEMA Regional PSGP SRM/TR "Plan Implementation Guidance" – and following local review and approval of the project by the IJ Evaluation Board of the Northern California Area Maritime Security Committee.

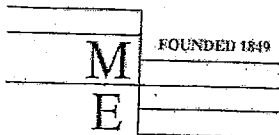
Signed: Brendan O'Leary

Date: 07-22-09

Print Name: Brendan O'Leary

ATTACHMENT “B”

PROCUREMENT AND PURCHASING POLICIES AND PROCEDURES WAIVER



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

February 16, 2011

Mr. Mark Corso
Finance Division
San Francisco Fire Department
698 2nd Street
San Francisco CA 94107

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

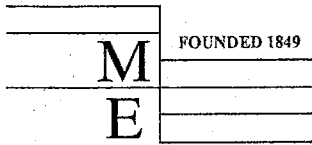
Dear Mark:

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 Port of San Francisco. All references in the Sub-Grantee Agreement to SFMX PSGP Procurement and Purchasing Policies and Procedures are waived.

Sincerely,

Rob Strahan
Chief Financial Officer



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

January 17, 2011

Mr. Kyle Merkins
San Francisco Fire Department
698 2nd Street
San Francisco CA 94107

RE: PSGP FY 2007 Supplemental Program – Grant Award #2007-GB-T7-K274
SF Bay Region IJ Project #22 – San Francisco Fire Department – Marine Response
Towing Vehicle
(Federal Match Value: \$150,000.00 USD)

Dear Kyle:

I am pleased to inform you that your project submitted under the FEMA Port Security Grant Program, FY 2007 Supplemental has received final approval and may begin immediately.

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 before any payments can be authorized.

As you are aware, the performance timeline for the FY 2007 Supplemental Grant Program is extremely short. All projects must be completed and the grant closed out by September 30, 2012. This date is inflexible. If you have any concerns about your ability to execute the required Sub-Grantee Agreement or to complete your project before the final termination date, please contact me immediately.

Again, congratulations. If you have any questions or concerns, please contact me via email at grants@sfmex.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

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

THE SAN FRANCISCO FIRE 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 the City and County of San Francisco, a municipal corporation, acting by and through its San Francisco Fire 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 (FA) for the administration and management of the Port Security Grant Program for FY-2007 (Supplemental), 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 United States Coast Guard (USCG) Sector San Francisco and approved by FEMA for a sub-grant which is not to exceed U.S. \$150,000; 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", as evidenced by the letter from the Marine Exchange to the San Francisco Fire Department as Appendix B attached to this Agreement.
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:

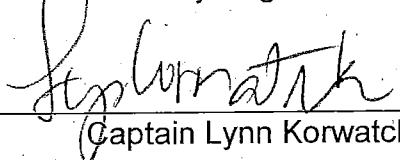
Marine Exchange of the San Francisco Bay Region
Captain Lynn Korwatch, Executive Director
505 Beach Street, Suite 300
San Francisco, CA 94133-1131

If to Sub-Grantee:

San Francisco Fire Department
Mark Kearney, Director of Homeland Security
698 Second Street
San Francisco, CA 94107

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

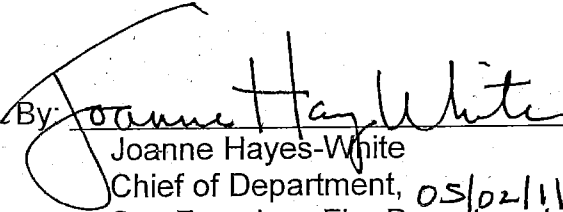
By: 

Captain Lynn Korwatch

Its: Executive Director

Dated: 4-26-11

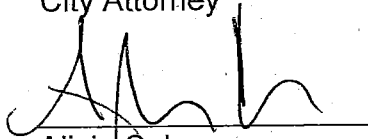
Sub-Grantee Organization

By: 

Joanne Hayes-White
Chief of Department, 05/02/11
San Francisco Fire Department

Dated: 5/9/11

Approved as to Form
Dennis J. Herrera
City Attorney



Alicia Cabrera
Deputy City Attorney

ATTACHMENT “A”

**FINAL APPROVED
PROJECT INVESTMENT JUSTIFICATION AND BUDGET**



Formal PSGP Investment Justification Template (FY 2007 Supplemental)

| Investment Heading | |
|------------------------|--|
| Port Area | San Francisco Bay |
| State | California |
| Applicant Organization | San Francisco Fire Department |
| Investment Name | Marine Safety Response Vehicles |
| Investment Amount | \$200,000 (\$150,000 Federal Share; \$50,000 Regional Match) |

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 | <ul style="list-style-type: none"> • Area of Operations: <ul style="list-style-type: none"> ○ Identify COTP Zone ○ Identify eligible port area ○ Identify exact location of project site (i.e. physical address of facility being enhanced) ○ Identify who the infrastructure (project site) is owned or operated by, if not by your own organization • Point(s) of contact for organization (include contact information): <ul style="list-style-type: none"> ○ Identify the organization's Authorizing Official for entering into grant agreement, including contact information (include sub-grantee entering agreement within Group 1 and 2 port areas under FA process) ○ Identify the organization's primary point of contact for management of the project(s) • Ownership or Operation: <ul style="list-style-type: none"> ○ Identify whether the applicant is: (1) a private entity; (2) a state or local agency; or (3) a consortium composed of local stakeholder groups (i.e., river groups, ports, or terminal associations) representing federally regulated ports, terminals, US inspected passenger vessels or ferries. • Role in providing layered protection of regulated entities (applicable to State or local agencies, consortia and associations only): <ul style="list-style-type: none"> ○ Describe your organization's specific roles, responsibilities and activities in delivering layered protection • Important features: <ul style="list-style-type: none"> ○ Describe any operational issues you deem important to the consideration of your application (e.g., interrelationship of your operations with other eligible high-risk ports, etc.) |



| | |
|-----------------|---|
| Response | <ul style="list-style-type: none"> • Area of Operations: San Francisco Bay Region <ul style="list-style-type: none"> ○ COTP Zone: San Francisco Bay ○ Eligible port area: Port of San Francisco ○ Location of project site: Areas of Response for the SFFD, San Francisco, California. ○ Infrastructure ownership: Port of San Francisco / San Francisco Fire Department • Point(s) of contact for organization: <ul style="list-style-type: none"> ○ SF Bay Region PSGP Fiduciary Agent: Capt. Lynn Korwatch 415-441-5045 korwatch@sfmx.org ○ Primary point of contact for management of the project(s): ADC Mark Kearney 415-558-3680 mark.kearney@sfgov.org • Ownership or Operation: <ul style="list-style-type: none"> ○ Applicant is: Local Agency • Role in providing layered protection of regulated entities (applicable to State or local agencies, consortia and associations only): <ul style="list-style-type: none"> ○ The San Francisco Fire Department provides prevention, protection and response for the Bay Region in the areas of: Firefighting, EMS, Hazardous Materials, Marine Safety and Marine Rescue. • Important features: <p>The San Francisco Fire Department is a member of the newly formed Sector SF Marine Firefighting Task Force. This is a regional response Task Force that will require response vehicles to carry personnel and equipment to effectively respond and manage to incidents in the region.</p> |
|-----------------|---|

II. Strategic and Program Priorities

| II.A. Provide a brief abstract of the investment | |
|--|---|
| Response Type | Narrative |
| Page Limit | Not to exceed 1 page |
| Response Instructions | Provide a succinct statement summarizing this investment |
| Response | <p>This project would be to purchase two SFFD marine unit support vehicles:</p> <p>One dual rear axle <u>crew cab pickup truck</u> outfitted to tow oil spill response trailers, tow response vessels, and carry marine response equipment. (mobile camera and security sensors, firefighting, rescue, haz-mat, EMS, and dive equipment for exclusive use in the marine environment, SF waterfront and bay mutual aid region.</p> <p>One <u>sport utility vehicle (SUV)</u> equipped with command and communications package to respond to and manage any marine related emergency in the region. New CRF guidelines that go into effect in Feb 2011 require a subject matter expert to be on scene of a shipboard incident on a tank vessel within two hours to evaluate the situation and create an incident action plan. This vehicle will allow the region to meet these requirements by having a specially trained individual staff the vehicle and be available 24/7 to respond anywhere in the region.</p> |

| 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 1 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 addresses the following PSGP priorities:

- Enhancement of Maritime Domain Awareness
- Enhancement of IED and WMD prevention, protection, response and recovery capabilities

This investment aligns with the Area Maritime Security Plan, Captain of the Port Priorities, and capabilities requirements included in the FEMA Approved "SF Bay Region Strategic Risk Mitigation Plan".



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 | <ul style="list-style-type: none"> • Discuss how the project will reduce risk in a cost effective manner <ul style="list-style-type: none"> ◦ 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. For facility specific investments, the anticipated risk reduction in MSRAM should be included |
| Response | <p>The SFFD along with other agencies in the region have several oil spill response trailers and vessels that can be transported to various launch and recovery locations in support of surveillance, inspection and response activities.</p> <p>Currently SFFD does not have dedicated response vehicles that are always available to move the trailers and associated response assets. These response vehicles will have multiple uses not only with its towing capability but with the specialized equipment and personnel it can also carry. The second response vehicle will be an SUV fully outfitted to provide on site incident management at any marine related incident in the region. The marine response command vehicle will also be equipped with a tow package to act as a prime mover if needed.</p> |

| III.B. Describe current capabilities similar to this investment | |
|--|---|
| Response Type | Narrative |
| Page Limit | Not to exceed ½ page |
| Response Instructions | <ul style="list-style-type: none"> • 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 | <p>Currently there are several agencies that have vehicles assigned for marine response for towing their vessels and equipment but none assigned to or controlled by the SFFD for marine response. There are far more trailers than tow vehicles. As far as the marine response command vehicle there is no dedicated marine response IC vehicle for the SF bay region.</p> |



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 following template illustrates how the applicants should indicate the amount of FY 2007 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 2007 PSGP Request Total | Match Regional (Cash or In-Kind) | Grand Total |
|---|----------------------------|----------------------------------|---------------------|
| Maritime Domain Awareness | | | |
| IED and WMD Prevention, Protection, Response and Recovery Capabilities | \$150,000.00 | \$50,000.00 | \$200,000.00 |
| Training | | | |
| Exercises | | | |
| TWIC Implementation | | | |
| M&A | | | |
| Total | \$150,000.00 | \$50,000.00 | \$200,000.00 |

REQUIRED MATCH WILL BE MET USING FA DISCRETIONARY REGIONAL MATCH FUNDS

| 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 | <ul style="list-style-type: none"> • 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 2007 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) |
| Response | <ol style="list-style-type: none"> 1. July 29, 2010 Submit IJ to SF Bay Pre-Screening Committee. 2. When FEMA approved, begin procurement process (January 2011) 3. Develop Standard Operating Guidelines for the vehicles. (January 2011) 4. Develop Training and Implementation Plan. (January 2011) 5. Receive Equipment. (April 2011) 6. Acceptance Testing with Equipment. (May 2011) 7. Final Implementation (June 2011) 8. Project Completion (July 2011) |



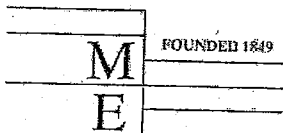
Acknowledgement of IJ Submitter:

This formal Investment Justification has been prepared and reviewed by the undersigned per the guidance and requirements of the FY 2007 Supplemental Port Security Grant Program (PSGP) and the FEMA Regional PSGP SRM/TR "Plan Implementation Guidance" – and following local review and approval of the project by the IJ Evaluation Board of the Northern California Area Maritime Security Committee.

Date: 07-29-10 Print Name: ADC Mark Kearney

ATTACHMENT “B”

PROCUREMENT AND PURCHASING POLICIES AND PROCEDURES WAIVER



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.sfmex.org
email: info@sfmex.org

February 16, 2011

Mr. Mark Corso
Finance Division
San Francisco Fire Department
698 2nd Street
San Francisco CA 94107

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

Dear Mark:

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 Port of San Francisco. All references in the Sub-Grantee Agreement to SFMX PSGP Procurement and Purchasing Policies and Procedures are waived.

Sincerely,

Rob Strahan
Chief Financial Officer

