

File No. 210681

Committee Item No. 9

Board Item No. \_\_\_\_\_

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date July 21, 2021

Board of Supervisors Meeting

Date \_\_\_\_\_

### Cmte Board

- Motion
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- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
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- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

### OTHER (Use back side if additional space is needed)

- Certification Regarding Lobbying Form \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
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- \_\_\_\_\_
- \_\_\_\_\_

Completed by: Linda Wong Date July 15, 2021

Completed by: Linda Wong Date \_\_\_\_\_

1 [Accept and Expend Grant - Retroactive - United States Homeland Security - Securing the  
2 Cities Program - FY2020 - \$3,065,800]

3 **Resolution retroactively authorizing the Department of Emergency Management, on**  
4 **behalf of the City and County San Francisco, as the primary grantee of Homeland**  
5 **Security Grant funds for the Bay Area Urban Areas Security Initiative (UASI) and as the**  
6 **fiscal agent for the UASI Approval Authority, to accept and expend an increase to**  
7 **Fiscal Year (FY) 2020 Securing the Cities Program grant funds in the amount of**  
8 **\$1,065,800 for a total of \$3,065,800 from the United States Department of Homeland**  
9 **Security for the period of March 9, 2021, through October 30, 2021.**

10  
11 WHEREAS, United States Department of Homeland Security (DHS) has several  
12 Homeland Security Grant Programs, which includes the Securing the Cities (STC) Program;  
13 and

14 WHEREAS, The STC Grant Program is designed to provide resources to reduce the  
15 risk of a successful deployment of a weapon of mass destruction or the movement of  
16 materials into major metropolitan areas and regions of the nation, and

17 WHEREAS, In Fiscal Year (FY) 2019, six eligible regions in the United States were  
18 selected to partner with DHS and apply for a grant program with an overall period of  
19 performance of up to ten years, and

20 WHEREAS, The City and County of San Francisco, as fiscal agent and representative  
21 of the Bay Area Urban Areas Security Initiative (UASI), was named as one of those six eligible  
22 partners, and

23 WHEREAS, Since one of the primary goals of the STC grant program is to achieve a  
24 unified and in-depth approach in defense of large geographic regions, San Francisco's  
25 application was on behalf of the Bay Area UASI for the newly defined Northern California STC

1 region, and

2 WHEREAS, In addition to the 12 counties of the Bay Area UASI, the area of  
3 implementation in the Northern California STC region is defined as all California counties from  
4 the Oregon border on the north to Monterey, Kings, Tulare, and Inyo Counties on the south,  
5 from the Pacific Ocean on the west to the Nevada border on the east. It also included  
6 Washoe County in Nevada (collectively, the “partner jurisdictions”); and

7 WHEREAS, The Northern California STC region applied for and was awarded  
8 \$2,000,000 in Year one of the grant; and

9 WHEREAS, In FY2020-2021, the adopted budget for the FY2020 STC grant award  
10 was \$2,000,000, based on the FY2019 grant award; and

11 WHEREAS, The final amount allocated to the Bay Area in FY2020 is  
12 \$3,065,800, which is an increase of \$1,065,800 over the anticipated amount; and,

13 WHEREAS, San Francisco Administrative, Code 10.170.1, requires that an increase  
14 in grant awards above \$50,000 be approved by the Board of Supervisors; and,

15 WHEREAS, The Bay Area UASI must expend STC funds no later than October 30,  
16 2021; and

17 WHEREAS, The grant budget does not include provisions for indirect costs; and

18 WHEREAS, The grant does not require an amendment to the Annual Salary  
19 Ordinance; now, therefore be it

20 RESOLVED, That the Board of Supervisors authorizes the Department of Emergency  
21 Management, as the primary grantee of Homeland Security Grant funds for the Bay Area  
22 Urban Area and as the fiscal agent for the UASI Approval Authority, to retroactively accept  
23 and expend an FY2020 Securing the Cities Program increase in the amount of \$1,065,800 for  
24 a total amount of \$3,065,800 from the United States Department of Homeland Security for the  
25 period March 9, 2021, through October 30, 2021.





**File Number:** \_\_\_\_\_  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

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

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

1. Grant Title: FY 20 Securing the Cities Program
2. Department: Department of Emergency Management
3. Contact Person: Mary Landers Telephone: 415-760-1491
4. Grant Approval Status (check one):  
 Approved by funding agency  Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$3,065,800
6. a. Matching Funds Required: \$ N/A  
b. Source(s) of matching funds (if applicable):
7. a. Grant Source Agency: US Department of Homeland Security  
b. Grant Pass-Through Agency (if applicable):
8. Proposed Grant Project Summary: For the purpose of developing a program that reduces the risk of a successful deployment of a weapon of mass destruction.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
Start-Date: March 9, 2021 End-Date: October 30, 2021
10. a. Amount budgeted for contractual services: \$465,800  
b. Will contractual services be put out to bid? Yes  
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? No. Not allowed under Homeland Security Grant guidelines.  
d. Is this likely to be a one-time or ongoing request for contracting out? One time.
11. a. Does the budget include indirect costs?  
 Yes  No  
b.1. If yes, how much?  
b.2. How was the amount calculated?  
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):  
c.2. If no indirect costs are included, what would have been the indirect costs? Unknown
12. Any other significant grant requirements or comments:

**\*\*Disability Access Checklist\*\*\*(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

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

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input checked="" type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s)       |
| <input type="checkbox"/> Rehabilitated Site(s)       | <input type="checkbox"/> Rehabilitated Structure(s)       | <input checked="" type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s)                 | <input type="checkbox"/> New Structure(s)                 |  |

14. 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 disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

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

Sandy Chan  
(Name)

Department ADA Coordinator  
(Title)

Date Reviewed: 3/22/21

DocuSigned by:  
*Sandy Chan*  
4FD45820323040B...  
(Signature Required)

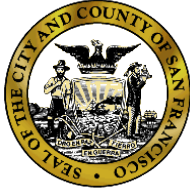
Department Head or Designee Approval of Grant Information Form:

Mary Ellen Carroll  
(Name)

Executive Director  
(Title)

Date Reviewed: 3/22/21

DocuSigned by:  
*Mary Ellen Carroll*  
29E685E5254A4E0...  
(Signature Required)



London Breed  
Mayor

## Department of Emergency Management

1011 Turk Street, San Francisco, CA 94102

Phone: (415) 558-3800 Fax: (415) 558-3843



Mary Ellen Carroll  
Executive Director

**To:** Angela Calvillo, Clerk of the Board of Supervisors

**From:** Mary Ellen Carroll  
Executive Director, Department of Emergency Management

**Date:** March 22, 2021

**Re:** **FY 20 Securing the Cities Grant Budget Revision**

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The Department of Emergency Management is pleased to present the following Grant Report in summary of the above-referenced item submitted by the Department of Emergency Management.

### **Legislation For Approval:**

The proposed resolution seeks the Board of Supervisors' retroactive approval for the acceptance and expenditure of an additional \$1,065,800 in funds from the United States Department of Homeland Security (DHS), to purchase standardized regional equipment, obtain contractual services, and provide training and exercises for the region.

The FYs 19-20 and 20-21 Annual Appropriation Ordinance (No. 155-19) reflected the anticipated FY 20 grant allocation to the Bay Area UASI from the Department of Homeland Security in the amount of \$2,000,000. This resolution amends the amount of the allocation to add an additional \$1,065,800 to the FY 20 STC grant allocation for a total grant award of \$3,065,800. San Francisco will continue to act as the fiscal agent for all regional Homeland Security Grant funds.

### **Departments:**

**Department of Emergency Management (DEM).** Expenditures will benefit the 12 counties of the Bay Area UASI and all California counties from the Oregon border on the north to Monterey, Kings, Tulare, and Inyo Counties on the south, from the Pacific Ocean on the west to the Nevada border on the east. It also includes Washoe County in Nevada (collectively known as the "partner jurisdictions").

DEM serves as the fiscal agent for the Bay Area UASI, which is administering the grant for the Bay Area region and the wider

Northern CA STC region. DEM would be authorized to accept and expend these grant funds on behalf of the partner jurisdictions to receive grant reimbursements for expenses incurred on behalf of the Northern CA region.

As the Fiscal Agent, DEM is responsible for administering the grant and ensuring that grant funds are spent according to the programmatic and financial guidelines.

**Amount:**

The FY20 grant award represents an increase in funding allocated in the AAO by \$1,065,800 for a total FY20 award of \$3,065,800 for the purposes of funding the purchase of additional equipment.

**Grant Period:**

**March 9, 2021 through October 30, 2021**

**Retroactivity:**

The Accept and Expend Legislation requests retroactive approval because the Federal Grant period commenced before the legislation was introduced. No grant funds will be encumbered or expended until the Board of Supervisors approves the Accept and Expend legislation.

**Source of funds:**

U.S. Department of Homeland Security (DHS)

**Required Match:**

Match not required

**Indirect Costs:**

The legislation waives indirect costs in order to maximize the use of available grant funds.

**Description:**

The proposed resolution authorizes the Department of Emergency Management (DEM) to retroactively accept and expend an additional \$1,065,800 in federal grant funding from the FY2020 Securing the Cities Grant Program (Agreement # 20CWDSTC00005-02-00)), issued by the U.S. Department of Homeland Security (DHS). This reflects an increase to the \$2,000,000 originally approved in the AAO (155-19) for a total grant award of \$3,065,800.

**Budget:**

The summary budget by activity for the subject grant is as follows:

- (1) **Contracts/Consultants:** \$ 465,800
- Contractors will be engaged to perform two tasks: (1) work with program personnel, the Principal Partners, and Work

Group members to plan, execute, evaluate and refine the STC Program, including meeting support, plan development and review, stakeholder coordination, and training coordination and; (2) conduct the annual review of all planning documents based on Principal Partners' direction, operational lessons learned and after-action reporting, develop the Gap Analysis, Equipment Fielding Plan, the Strategic Plan, and review the PRND CONOP, and the STC FOG.

(2) **Equipment:** \$2,070,500

Using a risk-based approach, the STC Program will equip 8 Hazmat and 9 EOD Squads with two (2) radiation isotope identifying devices per, as well as 1015 personal radiation devices for uniformed patrol officers.

(3) **Other Direct Costs:** \$ 529,500

Using a risk-based model, the STC program will fund backfill and overtime to train 300 personnel in primary screening in and 60 members of our HazMat and EOD teams. All personnel will require training on various types of equipment for either primary or secondary screening. Backfill and overtime costs for exercises are also included in this budget amount.

**TOTAL Budget:** **\$3,065,800**

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## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

|  |                           |              |
|--|---------------------------|--------------|
| <b>* APPLICANT'S ORGANIZATION</b>                            |                           |              |
| Bay Area UASI  |                           |              |
| <b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b> |                           |              |
| Prefix: Ms.  | * First Name: Mary        | Middle Name: |
| * Last Name: Landers   | Suffix:                   |              |
| * Title: Regional Grants Manager                             |                           |              |
| <b>* SIGNATURE:</b> Mary Landers                             | <b>* DATE:</b> 09/03/2020 |              |

---

**Application for Federal Assistance SF-424**

Version 02

|  |  |   |
|--|--|---|
| * 1. Type of Submission:<br><input type="checkbox"/> Preapplication<br><input checked="" type="checkbox"/> Application<br><input type="checkbox"/> Changed/Corrected Application | * 2. Type of Application:<br><input type="checkbox"/> New<br><input checked="" type="checkbox"/> Continuation<br><input type="checkbox"/> Revision | * If Revision, select appropriate letter(s):<br><input type="text"/><br>* Other (Specify)<br><input type="text"/> |
|--|--|---|

|   |  |
|---|--|
| * 3. Date Received:<br><input type="text"/> | 4. Applicant Identifier:<br><input type="text"/> |
|---|--|

|  |  |
|--|--|
| 5a. Federal Entity Identifier:<br><input type="text"/> | * 5b. Federal Award Identifier:<br>20CWDSTC00005 |
|--|--|

**State Use Only:**

|   |   |
|---|---|
| 6. Date Received by State: <input type="text"/> | 7. State Application Identifier: <input type="text"/> |
|---|---|

**8. APPLICANT INFORMATION:**

\* a. Legal Name: CITY AND COUNTY OF SAN FRANCISCO

|  |  |
|--|--|
| * b. Employer/Taxpayer Identification Number (EIN/TIN):<br>976000417 | * c. Organizational DUNS:<br>070384255 |
|--|--|

**d. Address:**

\* Street1: 711 Van Ness Ave Ste 420  
Street2:   
\* City: San Francisco  
County:   
\* State: California  
Province:   
\* Country: UNITED STATES  
\* Zip / Postal Code: 94102-3284

**e. Organizational Unit:**

|  |                                 |
|--|---------------------------------|
| Department Name:<br>Department of Emergency Management | Division Name:<br>Bay Area UASI |
|--|---------------------------------|

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Ms. \* First Name: Mary  
Middle Name:   
\* Last Name: Landers  
Suffix:

Title: Regional Grant Manager

Organizational Affiliation:

\* Telephone Number: 415-353-5225 Fax Number:

\* Email: Mary.Landers@sfgov.org

**Application for Federal Assistance SF-424**

Version 02

**9. Type of Applicant 1: Select Applicant Type:**

Regional Organization

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

-Countering Weapons of Mass Destruction (CWMD)

**11. Catalog of Federal Domestic Assistance Number:**

97.106

CFDA Title:

Cooperative Agreements, I - USE OF PROPERTY, FACILITIES, OR EQUIPMENT, L - DISSEMINATION OF TE

**\* 12. Funding Opportunity Number:**

Not Applicable

\* Title:

Not Applicable

**13. Competition Identification Number:**

Not Applicable

Title:

Not Applicable

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\* 15. Descriptive Title of Applicant's Project:**

Northern California Securing the Cities Region Program

Attach supporting documents as specified in agency instructions.



**Application for Federal Assistance SF-424**

Version 02

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

|                     |                                      |
|---------------------|--------------------------------------|
| * a. Federal        | <input type="text" value="3065800"/> |
| * b. Applicant      | <input type="text" value="0"/>       |
| * c. State          | <input type="text" value="0"/>       |
| * d. Local          | <input type="text" value="0"/>       |
| * e. Other          | <input type="text" value="0"/>       |
| * f. Program Income | <input type="text" value="0"/>       |
| * g. TOTAL          | <input type="text" value="3065800"/> |

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes
- No

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

**\*\* I AGREE**

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

**Application for Federal Assistance SF-424**

Version 02

**\* Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

**BUDGET INFORMATION - Non-Construction Programs****SECTION A - BUDGET SUMMARY**

| Grant Program Function or Activity (a) | Catalog of Federal Domestic Assistance Number (b) | Estimated Unobligated Funds |                 | New or Revised Budget |                 |                |
|--|---|-----------------------------|-----------------|-----------------------|-----------------|----------------|
|  |   | Federal (c)                 | Non-Federal (d) | Federal (e)           | Non-Federal (f) | Total (g)      |
| 1. Securing the Cities Program         | 97.106  | \$1,758,000.00              |                 | \$3,065,800.00        |                 | \$3,065,800.00 |
| 2. Securing the Cities Program         |   |                             |                 |                       |                 |                |
| 3. Securing the Cities Program         |   |                             |                 |                       |                 |                |
| 4. Securing the Cities Program         |   |                             |                 |                       |                 |                |
| 5. Totals                              |   | \$1,758,000.00              |                 | \$3,065,800.00        |                 | \$3,065,800.00 |

**SECTION B - BUDGET CATEGORIES**

| 6. Object Class Categories             | GRANT PROGRAM, FUNCTION OR ACTIVITY |                                 |                                      |                                     | Total (5)      |
|--|-------------------------------------|---------------------------------|--------------------------------------|-------------------------------------|----------------|
|  | (1) Securing the Cities Program     | (2) Securing the Cities Program | (3) Securing the Cities Program (ST) | (4) Securing the Cities Program (S) |                |
| a. Personnel                           |                                     |                                 |                                      |                                     |                |
| b. Fringe Benefits                     |                                     |                                 |                                      |                                     |                |
| c. Travel                              |                                     |                                 |                                      |                                     |                |
| d. Equipment                           | \$2,100,000.00                      |                                 |                                      |                                     | \$2,100,000.00 |
| e. Supplies                            |                                     |                                 |                                      |                                     |                |
| f. Contractual                         | \$465,800.00                        |                                 |                                      |                                     | \$465,800.00   |
| g. Construction                        |                                     |                                 |                                      |                                     |                |
| h. Other                               | \$500,000.00                        |                                 |                                      |                                     | \$500,000.00   |
| i. Total Direct Charges (sum of 6a-6h) | \$3,065,800.00                      |                                 |                                      |                                     | \$3,065,800.00 |
| j. Indirect Charges                    |                                     |                                 |                                      |                                     |                |
| k. TOTALS (sum of 6i and 6j)           | \$3,065,800.00                      |                                 |                                      |                                     | \$3,065,800.00 |
| 7. Program Income                      |                                     |                                 |                                      |                                     |                |

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**SECTION C - NON-FEDERAL RESOURCES**

| (a) Grant Program             | (b) Applicant | (c) State | (d) Other Sources | (e) TOTALS |
|-------------------------------|---------------|-----------|-------------------|------------|
| 8.                            |               |           |                   |            |
| 9.                            |               |           |                   |            |
| 10.                           |               |           |                   |            |
| 11.                           |               |           |                   |            |
| 12. TOTAL (sum of lines 8-11) |               |           |                   |            |

**SECTION D - FORECASTED CASH NEEDS**

|                                    | Total for 1st Year | 1st Quarter  | 2nd Quarter  | 3rd Quarter  | 4th Quarter  |
|------------------------------------|--------------------|--------------|--------------|--------------|--------------|
| 13. Federal                        | \$3,065,800.00     | \$766,450.00 | \$766,450.00 | \$766,450.00 | \$766,450.00 |
| 14. Non-Federal                    |                    |              |              |              |              |
| 15. TOTAL (sum of lines 13 and 14) | \$3,065,800.00     | \$766,450.00 | \$766,450.00 | \$766,450.00 | \$766,450.00 |

**SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

| (a) Grant Program              | FUTURE FUNDING PERIODS (Years) |            |           |            |
|--------------------------------|--------------------------------|------------|-----------|------------|
|                                | (b) First                      | (c) Second | (d) Third | (e) Fourth |
| 16.                            |                                |            |           |            |
| 17.                            |                                |            |           |            |
| 18.                            |                                |            |           |            |
| 19.                            |                                |            |           |            |
| 20. TOTAL (sum of lines 16-19) |                                |            |           |            |

**SECTION F - OTHER BUDGET INFORMATION**

|                     |                       |
|---------------------|-----------------------|
| 21. Direct Charges: | 22. Indirect Charges: |
| 23. Remarks:        |                       |

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

|  |  |
|--|--|
| <p><b>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b></p> <p>Mary Landers</p>  | <p><b>* TITLE</b></p> <p>Regional Grants Manager</p> |
| <p><b>* APPLICATION ORGANIZATION</b></p> <p>CITY AND COUNTY OF SAN FRANCISCO</p> | <p><b>* DATE SUBMITTED</b></p> <p>Not Submitted</p>  |

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352  
(See reverse for public burden disclosure.)

|  |   |   |
|--|---|---|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input checked="" type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance   | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change |
| <b>4. Name and Address of Reporting Entity:</b><br><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known:<br><br>N/A<br>N/A<br>N/A<br><br><b>Congressional District, if known:</b>   | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  |   |
| <b>6. Federal Department/Agency:</b><br>DHS  | <b>7. Federal Program Name/Description:</b><br>Countering Weapons of Mass Destruction (CWMD)<br><br>CFDA Number, if applicable: _____ 97.106                                    |   |
| <b>8. Federal Action Number, if known:</b>   | <b>9. Award Amount, if known:</b><br>\$   |   |
| <b>10. a. Name and Address of Lobbying Registrant</b><br><i>(if individual, last name, first name, MI):</i><br><br>N/A, N/A  | <b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i><br><i>(if individual, last name, first name, MI):</i><br>N/A, N/A                |   |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: <u>Completed on Submission</u><br>Print Name: <u>N/A, N/A</u><br>Title: _____<br>Telephone No: _____ Date: _____   |   |



# Securing the Cities (STC) San Francisco Bay Area Program: 2020 Non-Competing Continuation Grant Application

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# Securing the Cities (STC) San Francisco Bay Area Program: 2020 Non-Competing Continuation Grant Application

## 1. Project Narrative

### Overview: Securing the Cities (STC) San Francisco Bay Area Program

The STC San Francisco Bay Area Program enhances the ability of the region to detect and prevent terrorist attacks and other high-consequence events involving radiological or other nuclear (RN) materials that pose risk to homeland security in high risk urban areas (HRUAs) and their environs. The Bay Area Urban Areas Security Initiative (BAUASI), comprised of twelve counties and three major cities (San Jose, San Francisco, and Oakland), manages and oversees the program through a Federal cooperative grant supervised by the Assistant Secretary for Countering Weapons of Mass Destructions (CWMD). In addition to the Bay Area UASI area of responsibility, the STC San Francisco Bay Area Program also includes the California counties of Sacramento and Washoe County in Nevada, as well as the pathways into these counties (Figure 1 below). In support of this mission, the program will provide detection equipment, training, exercise support, operational and technical subject matter expertise, and programmatic support. The concept of operations is to develop regionally coordinated RN detection capabilities in and around high-risk urban areas to cover pathways leading to these areas and expanding this capability over time with priority given to higher risk areas.

Figure 1. STC San Francisco Bay Area Program-Area of Responsibility





# Securing the Cities (STC) San Francisco Bay Area Program: 2020 Non-Competing Continuation Grant Application

## Lead Agency



In Year Two, the Bay Area UASI’s Management Team, a division of the San Francisco Department of Emergency Management, continues performing the programmatic and administrative duties for the STC San Francisco Bay Area. As Lead Agency, the Bay Area UASI is the fiscal agent, oversees the STC San Francisco Bay Area Program, and ensures the development and integration of local and regional radiological and nuclear detection programs. By guiding the development and finalization of eight governance documents, including the Concepts of Operations (CONOPs) , the UASI Management team will follow gap analysis data to manage the procurement and distribution of radiological/nuclear detection equipment. In Year Two, the plan is to partner with the Office of CWMD Training and Exercise staff for access to cost free training and exercise support services. Cost free training services will be coordinated through the Counter Terrorism Operational Support (CTOS) Center for Radiological Nuclear Training to deliver required Primary and Secondary Screener training so partner agencies have the opportunity to become proficient in day-to-day radiological/nuclear detection and the detection mission area. Additionally, the design and conduct of three HSEEP compliant Tabletop Exercises (TTX) is planned to review and vet STC SFBA PRND operational documents with agency leadership. After Action Plans will be used to update the plans. Two TTX will be held in the Bay Area; one TTX will be held in Sacramento. Back fill and overtime will be provided for these training and exercise opportunities to ensure public safety attendance is compliant with union regulations.

## Principal Partners

Based on Year One efforts, the Principal Partners began meeting and have agreed to support the overall mission of this program and be responsible for ensuring that information is properly and effectively gathered and distributed under STC Program requirements. During Year One, agencies and their representatives were identified as Principal Partners and are listed below:

Table 1. Principal Partners

| Agency                          | Primary                           | Alternate                              |
|---------------------------------|-----------------------------------|--|
| Bay Area UASI Management Team   | Craig Dziedzic, General Manager   | Janell Myhre, Regional Program Manager |
| Alameda County Sheriff’s Office | Asst. Sheriff Dennis Houghtelling | Captain Anthony Lopez                  |
| San Francisco Police Department | Deputy Chief Ann Mannix           | Captain Dominic Yin                    |
| San Francisco Fire Department   | Asst. Dept Chief Jose Velo        | Battalion Chief Jeff Barden            |
| San Mateo County Sheriff        | Captain Scott Kirkpatrick         | NCRIC Executive Director Mike Sena     |



## Securing the Cities (STC) San Francisco Bay Area Program: 2020 Non-Competing Continuation Grant Application

|   |                              |                           |
|---|------------------------------|---------------------------|
| San Francisco Airport                         | Mr. Jeff Littlefield         | Mr. Larry Mares           |
| Port of San Francisco                         | Mr. Joseph Reilly            | To Be Determined          |
| Washoe County Sheriff's Office                | Chief Deputy Greg Herrera    | Captain Corey Solferino   |
| Sacramento County Sheriff's Office/CCIC       | Deputy Sheriff Karter Putnam | Deputy Chet Madison       |
| Fresno County Sheriff's Office                | Undersheriff Steve Wilkins   | Asst. Sheriff John Zanoni |
| University of California, San Francisco       | Ms. Cathleen Edmonds         | Mr. Brandon Holmes        |
| San Francisco Bay Area Rapid Transit District | Ms. Mimi Bolaffi-Angst       | Lt Kevin Franklin         |
| Union Pacific Railroad                        | Mr. Michael Algots           | Mr. Robert Bavier         |

### Regional Goals and Objectives

The STC San Francisco Bay Area Program goals and objectives support Presidential Policy Directive/PPD-8: National Preparedness and the CWMD Strategic Plan of 2019. The three STC goals are as follows:

- Develop and expand a regional program that protects residents, visitors, economy, critical infrastructure, and natural resources against threats posed by the unauthorized use of radiological or nuclear materials.
- Enhance regional capability by using a well-coordinated, unified approach to detect, analyze, report, and share information that ensures the interdiction of all radiological and nuclear materials out of regulatory control.
- Maximize deployment of primary screening equipment and training in the employment of that equipment to local, state, and tribal agencies in the STC San Francisco Bay Area region; inclusive of the Counties of Fresno, Sacramento, and Washoe; to support federal CWMD priorities.

To accomplish these goals, the STC San Francisco Bay Area Program pursues five objectives:

**Objective 1:** Establish a governance and administrative organization to support the STC San Francisco Bay Area Program and lay the foundation for its sustainment.

**Objective 2:** Implement a STC San Francisco Bay Area Concept of Operations (CONOPs) and associated plans and guidelines for comprehensive RN detection programs, alarm adjudication, and information sharing, consistent with state and Federal guidelines.

**Objective 3:** Using a DHS risk-based approach, ensure key personnel with RN detection responsibilities are equipped and trained according to Federal, state, and regional guidelines.



## Securing the Cities (STC) San Francisco Bay Area Program: 2020 Non-Competing Continuation Grant Application

**Objective 4:** Obtain objective assessments of the STC San Francisco Bay Area Program strengths and areas of improvement through a series of Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercises.

**Objective 5:** Ensure sustainability of the STC San Francisco Bay Area Program through efficiency in procurement, interoperability of equipment, and other methods.

Activities to develop governance documents supporting Objectives 1 through 5 were accomplished in Year One. In Year Two, many of the tasks identified to meet Objectives 2 through 5 will be initiated and/or completed with specific activities. For example, using Homeland Security Exercise Evaluation Program (HSEEP) exercise after action protocols to inform the updates and revision of the concept of operations and the implementation of the information exchange plan support Objective 2. Objective 3 is supported with the procurement of RN detection equipment, including the instruction and training in the employment of that equipment. The exercise portion identified in the program's MYTEP, in concert with post-exercise improvement plans, accomplish Objective 4. A sustainable equipment procurement plan supporting Objective 5 will begin in Year Two and continue through Years Three and Four.

### Program Implementation – Year One

**Year One Progress – All Year One objectives and deliverables are on track for completion on or before the FY2019 Grant end date, 31 October 2021**

#### Impacts of the COVID-19 Pandemic

In Year One, many challenges prevented full implementation of the STC San Francisco Bay Area Program. Due, most notably to the pandemic, the Bay Area found itself with competing priorities that precluded the recruiting, selecting, hiring, and on-boarding of personnel for the full establishment of the regional Program Management Office (PMO). In lieu of a dedicated PMO, the BAUASI surged capacity to perform those functions. Unsustainable in the long term, particularly as the pandemic continues, communities work through civil unrest, and fire season starts early, we intend to move forward with the hiring of four (4) full-time employees. In fact, the BAUASI already posted job announcements for two of the positions

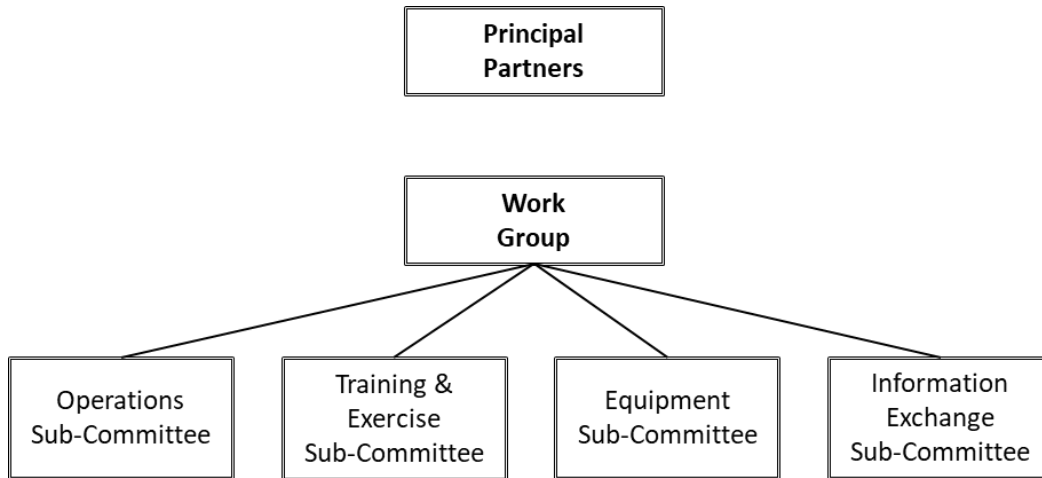
#### Phase I, Engagement

**Establishing Governance - Complete.** During Year One, the STC San Francisco Bay Area established a collaborative partnership with key partners across the region. The decision-making body, the Principal Partners, are supported and advised by the STC Work Group, comprising four sub-committees: Operations, Equipment, Training & Exercises, and Information Exchange & Reporting (See Figure 2, Governance Organization). The responsibilities, procedures and activities of the Principal Partners and the Work Group are guided by two charters, the Principal Partners Charter and the STC Work Group Charter, agreed to and signed by all Principal Partners.



# Securing the Cities (STC) San Francisco Bay Area Program: 2020 Non-Competing Continuation Grant Application

Figure 2, Governance Organization



**Program Implementation Plan - Complete.** The STC San Francisco Bay Area Program authored a program implementation plan that outlines our road map for implementation of the Department of Homeland Security (DHS) Office of Countering Weapons of Mass Destruction’s (CWMD) radiological/nuclear (RN) detection program in HRUA/regions co-located with FBI Level 5 Stabilization (FBI STAB 5) teams. A key element of that plan is a Plan of Action & Milestones (POA&M) that sets specific dates for key deliverables that support program objectives.

An operations plan, developed in consonance with the National Domestic Detection Concept of Operations and with concurrence from the STC San Francisco Bay Area Principal Partners, is the key document defining coordination within and outside the region. The operations plan comprises the following subordinate plans:

- Threat Assessment (Completed)
- Preventive Radiological/Nuclear Detection Concept of Operations (In Final Draft)
- Equipment Fielding, Maintenance, and Calibration Plan (In progress)
- Multi-Year Training & Exercise Plan (MYTEP) (In progress)
- Information Exchange Plan (In progress)

Threat Assessment – Complete. Completed using another funding source, this assessment of threats and risks from radiological or nuclear materials out of regulatory control was prepared in the Bay Area’s Threat & Hazard Identification and Risk Assessment (THIRA) and the Stakeholders Preparedness Review. The review of relative risks across the program’s area of responsibility weighted against population density, economic significance, and iconic structures (e.g., State Capitol Building, Levi Stadium, Golden Gate Bridge) was also conducted.

**Preventive Radiological/Nuclear Detection (PRND) Concept of Operations (CONOPS) – Final Draft.** Our concept of operations guides our mission partners in effective whole community detection of Radiological/Nuclear (RN) materials and/or devices containing RN materials. The



## Securing the Cities (STC) San Francisco Bay Area Program: 2020 Non-Competing Continuation Grant Application

PRND CONOPS covers routine law enforcement or fire prevention operations during which operators may be engaged in other protection operations when a threat is detected that requires active prevention of an attack. The PRND CONOPS provides guidance on operational coordination and timely information sharing within the protection and prevention mission areas where RN materials are involved.

**Gap Analysis – In Progress.** The gap analysis provides the STC San Francisco Bay Area Program with an understanding of where actual PRND capabilities fall short of desired capabilities. The analysis will consider plans, organization, equipment, training, and exercise shortfalls within the program and serve as the basis for refinement and improvement to the program in Years Two-Four.

**Multi-Year Training & Exercise Plan (MYTEP) – In Progress.** The Multi-Year Training and Exercise Plan will establish a three-year plan for training primary and secondary screening capability and evaluating the program’s ability to detect and interdict radiological/nuclear threats through a series of HSEEP-compliant tabletop, functional, and full-scale exercises.

**Information Exchange & Reporting Plan – In Progress.** The Information Exchange and Reporting Plan identifies a central hub for information sharing and alarm notifications, and the establishment of procedures and protocols for managing those through the hub to all relevant nodes. The reporting requirements for the program are outlined in the Program Implementation Plan, and the program will set data collection procedures to ensure the timely submission of accurate reports.

### Program Implementation – Phase II

In Phase II, the STC San Francisco Bay Area Program maintains Phase I momentum, building on our solid foundation of governance, plans, policy, and protocols with ongoing program refinements, equipment procurement and deployment, and individual training on the use of the equipment.

#### Years Two through Four

Phase II efforts focus on meeting immediate regional requirements to establish or enhance Initial Operational Capabilities (IOC) to detect and report the presence of RN materials out of regulatory control. Key tasks include:

- Develop operations and deployment plans.
- Create alarm adjudication protocols.
- Purchase, distribute, and deploy equipment.
- Deliver training and exercise support.
- Provide technical program assistance.
- Identify pathways and expand capabilities within HRUA (Bay Area, Fresno, Reno, and Sacramento).





# Securing the Cities (STC) San Francisco Bay Area Program: 2020 Non-Competing Continuation Grant Application

Key milestones of Phase II include:

- Complete and refine the STC San Francisco Bay Area Operations Plan (OPLAN) by the end of Year Two.
- Ensure field proficiency in the use of RN detection equipment during Steady State/Enhanced Steady State operations by Year Four.
- Issue reports in accordance with the Federal Domestic Detection CONOPS
- Establish Regional policies, procedures, and protocols.
- Complete and execute the MYTEP by Year Four.

## Year Two Activities

Despite the challenges presented by the COVID-19 pandemic, social unrest, and an unprecedented early start to California’s fire season, the stakeholders continue to press ahead to achieve program goals and objectives.

### Finalize Program Management Office (PMO)

As previously described, plans to finalize the STC PMO were impeded primarily by the COVID-19 pandemic and other competing emergencies in FY2019. We remain committed to finalizing these critical positions in order to successfully oversee and coordinate activities in the STC San Francisco Bay Area Program. Using carry forward funding from FY 19 and defined in that budget narrative, we anticipate a need for four (4) full time equivalent (FTE) Program staff and outlined in Table 2. Both the STC San Francisco Bay Area program manager and program analyst job announcements have already been posted. The remaining two positions will follow as soon as possible. This program staff will support the facilitation of the STC SFBA Principal Partners and Work Group meetings, as well as engage with the CWMD and Bay Area Training and Exercise Programs to test and validate the PMO governance documents through HSEEP compliant Tabletop Exercises. Program staff will track meeting discussions and training and exercise activities, using lessons learned to keep all PMO documents current.

Table 2. STC San Francisco Program Management Office

| # of positions | Role                                       | Responsibilities  |
|----------------|--|---|
| 1              | STC San Francisco Bay Area Program Manager | Coordinate the activities of Principal Partners and all stakeholders to ensure timely completion of performance metrics                     |
| 1              | STC San Francisco Bay Area Program Analyst | Coordinate all CBRNE activities in the 12-county San Francisco Bay Area and ensure coordination with the STC San Francisco Bay Area Program |
| 1              | Financial Specialist                       | Conduct all grant compliance activities, including monitoring, auditing, etc.   |
| 1              | Administrative Specialist                  | Provide clerical support for the program staff (i.e., meetings, agendas, minutes, and logistics).   |



## Securing the Cities (STC) San Francisco Bay Area Program: 2020 Non-Competing Continuation Grant Application

Together, this STC San Francisco Bay Area Program Management Office will be responsible for developing and implementing the various deliverables required by the NCC, including:

- Coordinate and Support Principal Partners
- Implement the Program Strategic Plan
- Execute the Program Implementation Plan
- Develop a Program Operations Plan
- Coordinate a Multi-Year Training and Exercise Plan (MYTEP)
- Develop, Implement, and Test an Information Exchange Plan
- Develop a Life-Cycle Sustainment Plan

For more details on the costs for the Program Management Office, see Attachment C, FY 19 Budget Carry Forward Narrative.

### Equipment Procurement

The STC San Francisco Bay Area Program has over 29,000 uniformed patrol police officers in the San Francisco Bay Area, and Fresno, Sacramento, and Washoe Counties. While the Stakeholder Preparedness Review sets a goal of equipping the majority of law enforcement personnel, limited fiscal resources currently preclude that course of action. Therefore, we intend to issue 3,000 to 4,500 personal radiological detectors. This distribution of primary screening devices reflects approximately 10 to 15 percent of law enforcement personnel involved in field operations. To provide depth to secondary screening capabilities, 17 of the approximately 54 Explosive Ordnance Detection (EOD) and Hazardous Material teams (Type I, II, and III) in the STC San Francisco Bay Area Program will be equipped with PRND equipment to ensure secondary screening or radioisotope identification within one hour of a request for alarm adjudication. While the gap analysis to be completed in October 2020 will provide a more precise apportionment, our initial plan for equipment procurement and distribution is prioritized by risk, as identified in the Bay Area 2019 Threat and Hazard Identification and Risk Assessment and the Stakeholder Preparedness Review.

Extended warranties include equipment calibration and maintenance and are included in the equipment costs. Equipment warranties will be purchased for each piece of equipment to ensure maximum utility and life span for the procured detectors.

**Primary Screening Equipment.** The PRND equipment procurement goal for Year Two is to equip 995 uniformed police officers with a Bluetooth (BT)-capable Personal Radiation Detector (PRD) compliant with the CWMD Equipment Criteria after receiving initial equipment instruction. The BT function supports automated recording and transmittal of alarm information.

**Secondary Screening Equipment.** Under the STC San Francisco Bay Area Program, secondary screening is provided by either Hazardous Material (HAZMAT) Teams or Explosive Ordnance Disposal (EOD)/Bomb Squads. In Year Two, we will procure and distribute 34 radioisotope identifiers (RIIDs) based on our gap analysis to lacking HAZMAT and EOD teams. The distribution of equipment will be such as to ensure secondary screening of radiation alarms within





## Securing the Cities (STC) San Francisco Bay Area Program: 2020 Non-Competing Continuation Grant Application

one hour as well as the ability to perform wide area sweeps during enhanced steady state operations.

In Years Three and Four, equipment purchases and distribution will expand capability and address ongoing gaps/vulnerabilities. Assuming an annual allocation of \$2M for equipment procurement, we plan to procure 1000 PRDs and 65 RIIDs each year. By using a risk-based approach, PRND equipment purchases for selected police officers, EOD and Hazmat Teams will begin in Year Two and continue through Year Four with a total goal of 2995 PRDs and 164 RIIDs (three per HazMat and EOD Team).

More information about equipment cost per unit and total costs can be found in the *Budget Narrative* (Attachment B).

All agencies and personnel receiving equipment as part of the STC San Francisco Bay Area Program commit to sharing nuclear detection information among principal partners and with the CWMD Office.

### Other Direct Costs

**Backfill and Overtime.** Training Primary and Secondary Screeners requires in-person training to validate a trainee's ability to employ new equipment to validate an alarm or identify a radio-isotope using a live radiation source. Based on current COVID-19 trends, we anticipate a return to in-person training in 2021. The STC San Francisco Bay Area Program intends to reimburse partner agencies for the cost to backfill personnel assigned to training or pay overtime if outside normal duty hours pursuant to applicable public safety union requirements. We identified a target of 300 primary screeners to attend one-day training. Likewise, we have identified 60 secondary screeners to attend two-day training. Additionally, backfill and overtime will be necessary to reimburse approximately 80 personnel attending three tabletop exercises in Year Two, with two in the Bay Area and one in Sacramento.

**Equipment Fielding Logistics.** The quantity and expense of the requested equipment (PRDs, RIIDs, backpack detectors) requires logistical support to procure, receive, inventory, operationally check, tag for inventory control, store, and distribute equipment. We have identified secure warehouse storage managed by the San Mateo Sheriff's Office. San Mateo Sheriff's Office will provide separate storage space within the warehouse, purchase an inventory control system and assign logistical support staff. More information about storage costs can be found in the *Budget Narrative* (Attachment B). Operational checks of the devices include basic function checks, as well as confirming the ability of each device to detect or identify a gamma and/or neutron radiation source. This effort will be conducted with participation of other agencies involved in the program. Those costs are found under Equipment Fielding in the *Budget Narrative* (Attachment B).

### Project/Performance Site Location(s)

**Project/Performance Site Primary Location**

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: **Bay Area UASI**

DUNS Number:

\* Street1: **711 Van Ness Ave. #420**

Street2:

\* City: **San Francisco** County:

\* State: **CA**

Province:

\* Country: USA: UNITED STATES

\* ZIP / Postal Code: **94102- 3244** \* Project/ Performance Site Congressional District: **CA-012**

**Project/Performance Site Location 1**

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

\* Street1:

Street2:

\* City:  County:

\* State:

Province:

\* Country: USA: UNITED STATES

\* ZIP / Postal Code:  \* Project/ Performance Site Congressional District:

**Additional Location(s)**

Add Attachment

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## 2. Budget Narrative and Justification

### Year Two Budget Narrative

- 1) **PERSONNEL and FRINGE:** The STC San Francisco Bay Area Program will continue funding four employees. However, the funds for these employees will be included in the FY 19 carry forward request as defined in the FY 19 Budget Narrative included in the application package.

**JUSTIFICATION:** These four employees are crucial to the successful operation of the program to ensure coordination of the PMO, to coordinate all CBRNE activities in the 12 county San Francisco Bay Area and synchronize those activities with the STC San Francisco Bay Area Program, to act as a fiscal grant administrative specialist, and to provide part-time clerical support for the entire program.

- 2) **EQUIPMENT:** Using a risk-based approach, the STC San Francisco Bay Area Program requests to equip 8 Hazmat and 9 EOD Squads with two (2) radiation isotope identifying devices per, as well as 995 uniformed patrol officers during Year Two. In subsequent years, additional funds will be needed to fully develop the STC San Francisco Bay Area’s PRND capability to meet Stakeholder Preparedness Review goals. Equipment purchases will include warranties for system replacement, maintenance, and calibration. The equipment that the STC San Francisco Bay Area Program will purchase for the Hazmat, EOD Squads, and patrol officers in Year Two is as follows:

Table 1: Equipment Purchases

| Quantity | Equipment Model # | Equipment Description  | Unit Price | Total                     |
|----------|-------------------|--|------------|---------------------------|
| 16       | FLIR R400         | Radiation Isotope Identifying Devices (RIIDs) for ten (10) Hazmat Teams        | \$17,000   | \$272,000                 |
| 18       | FLIR R400         | Radiation Isotope Identifying Devices (RIIDs) for ten (10) EOD squads          | \$17,000   | \$306,000                 |
| 995      | PM1703BT          | Personal radiation detector to be worn on the utility belt of patrol personnel | \$ 1,500   | \$1,492,500               |
|          |                   | <b>Total</b>   |            | <b><u>\$2,070,500</u></b> |

- 3) **CONTRACTUAL:** The STC San Francisco Bay Area Program plans to continue funding contractual services in a reduced scope of work for Year Two. These contractual services are divided into 2 tasks, totaling \$465,800.

Task #1: The Bay Area will continue funding a contractor team of specialized professionals for Region-wide Program Management Support for the STC San Francisco Bay Area Program. This contractor will work with our STC San Francisco Bay Area Program personnel, the Principal Partners, and Work Group members on an as needed basis to plan, execute, evaluate,



## Securing the Cities (STC) San Francisco Bay Area Program: 2020 Non-Competing Continuation Grant Application

and refine the STC San Francisco Bay Area Program. The contractor team provides meeting support, plan development and review, stakeholder coordination, and training coordination.

Total task costs are \$387,500.

**JUSTIFICATION:** This Program Management Support Team will assist the STC Program Manager in developing all meeting materials and coordinating up to six meetings per month for the various sub-committees of the program, developing new and updating existing program plans and documents, coordinate stakeholder participation, and developing 8 plans that must synchronize the PRND program with DHS training & exercise support teams, as well as the Bay Area Training & Exercise Program (BATEP).

Task #2: The Bay Area will continue funding a contractor to assist with overall program management, especially annual plan reviews and updates.

Total task costs are \$78,300.

**JUSTIFICATION:** This task will effectively assist the PMO with the STC SFBA Implementation Plan and, in compliance with the STC Cooperative Grant Agreement, the Contractor will conduct an annual review of the all STC SFBA planning documents based on Principal Partners’ direction, operational lessons learned and after-action reporting. In Year Two, the Gap Analysis, Equipment Fielding Plan, the Strategic Plan, and the PRND CONOP, and the STC FOG will be reviewed.

#### 4) Other Direct Costs

##### Backfill and Overtime

##### 1. Year Two Backfill and Overtime Training Needs

The STC San Francisco Bay Area Program has 54 Hazmat Teams and EOD squads. There are over 29,000 patrol personnel. Using a risk-based model, we will train 300 personnel in primary screening in Year Two, and 60 members of our HazMat and EOD teams. All personnel will require training on various types of equipment for either primary or secondary screening.

| Capability                    | Course(s) Required                        | Total # of Trainees | Total Backfill/OT Cost |
|-------------------------------|---|---------------------|------------------------|
| Primary Screening             | PER 243- Primary Screening <sup>1</sup>   | 300                 | \$ 300,000             |
| Secondary Screening           | PER 245- Secondary Screening <sup>2</sup> | 60                  | \$ 120,000             |
| <b>Total Trained and Cost</b> |   | <b>360</b>          | <b>\$ 420,000</b>      |

<sup>1</sup> One-day training course

<sup>2</sup> Two-day training course



## Securing the Cities (STC) San Francisco Bay Area Program: 2020 Non-Competing Continuation Grant Application

**JUSTIFICATION:** The costs above are based on an area average of approximately \$1000 per day of overtime/backfill rate. Given that agencies have not identified which rank would perform these tasks within their organization, and that there are a range of salaries in the Bay Area, this average provides a credible estimate of cost.

To provide a more cost-effective delivery, the Counter Terrorism Operations Support-Center for Rad/Nuc Training (CTOS) will provide cost-free training classes to the STC San Francisco Bay Area jurisdictions.

### 2. Backfill and Overtime for Tabletop Exercises

We plan to conduct three tabletop exercises (TTX) in Year Two: two in the Bay Area and a third in Sacramento for the other participating counties. We anticipate a total attendance of 80 participants across the three exercises.

Total costs are \$80,000.

**JUSTIFICATION:** The costs above are based on an area average of approximately \$1000 per day of overtime/backfill rate, as previously explained.

### 3. Equipment Storage and Inventory.

In order to receive, function check, inventory, and centrally distribute large equipment procurements, the STC San Francisco Bay Area Program will coordinate warehouse space and personnel for the aforementioned logistics functions. Using existing facilities, we will use funds to build secure storage cages and purchase equipment tracking and inventory tools (RFID tags and reader).

Total costs are \$29,500.

**JUSTIFICATION:** A centralized location for receipt, initial inventory, addition to a equipment database, and secure storage of the detection equipment is critical to the proper accountability of government-provided equipment (GPE). Moreover, learning from the experience from other STC programs, which experienced a 10% failure rate of new PRDs, we plan to check all equipment against a radiological source. Centralized storage reduces the logistical burden of doing so.



## Securing the Cities (STC) San Francisco Bay Area Program: 2020 Non-Competing Continuation Grant Application

### Year Two Budget Summary

| CATEGORY              | EXPENSE            |
|-----------------------|--------------------|
| 1. Personnel          | \$0                |
| 2. Fringe Benefits    | \$0                |
| 3. Travel             | \$0                |
| 4. Equipment          | \$2,070,500        |
| 5. Supplies           | \$0                |
| 6. Contractual        | \$465,800          |
| 7. Other Direct Costs | \$529,500          |
| <b>TOTAL</b>          | <b>\$3,065,800</b> |

**RESEARCH & RELATED BUDGET - Budget Period 1**

OMB Number: 4040-0001  
Expiration Date: 10/31/2019

ORGANIZATIONAL DUNS:  Enter name of Organization:

Budget Type:  Project  Subaward/Consortium

Budget Period: 1 Start Date:  End Date:

**A. Senior/Key Person**

| Prefix | First | Middle | Last | Suffix | Base Salary (\$) | Months |       |      | Requested Salary (\$) | Fringe Benefits (\$) | Funds Requested (\$) |
|--------|-------|--------|------|--------|------------------|--------|-------|------|-----------------------|----------------------|----------------------|
|        |       |        |      |        |                  | Cal.   | Acad. | Sum. |                       |                      |                      |
|        |       |        |      |        |                  |        |       |      | N/A                   | N/A                  | N/A                  |

Project Role:

Additional Senior Key Persons:     Total Funds requested for all Senior Key Persons in the attached file

Total Senior/Key Person

**B. Other Personnel**

| Number of Personnel  | Project Role             | Months               |                      |                      | Requested Salary (\$) | Fringe Benefits (\$) | Funds Requested (\$) |
|----------------------|--------------------------|----------------------|----------------------|----------------------|-----------------------|----------------------|----------------------|
|                      |                          | Cal.                 | Acad.                | Sum.                 |                       |                      |                      |
| <input type="text"/> | Post Doctoral Associates | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/>  | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | Graduate Students        | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/>  | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | Undergraduate Students   | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/>  | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | Secretarial/Clerical     | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/>  | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/>     | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/>  | <input type="text"/> | <input type="text"/> |

Total Number Other Personnel Total Other Personnel

Total Salary, Wages and Fringe Benefits (A+B)

### C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

| Equipment item        | Funds Requested (\$) |
|-----------------------|----------------------|
| 34 RIID @ \$17,000 ea | \$578,000            |

Additional Equipment:

Total funds requested for all equipment listed in the attached file

Total Equipment

### D. Travel

Funds Requested (\$)

|   |                      |
|---|----------------------|
| 1. Domestic Travel Costs ( Incl. Canada, Mexico and U.S. Possessions) | <input type="text"/> |
| 2. Foreign Travel Costs   | <input type="text"/> |
| Total Travel Cost   | <input type="text"/> |

### E. Participant/Trainee Support Costs

Funds Requested (\$)

|  |  |
|--|--|
| 1. Tuition/Fees/Health Insurance                     | <input type="text"/>   |
| 2. Stipends  | <input type="text"/>   |
| 3. Travel  | <input type="text"/>   |
| 4. Subsistence                                       | <input type="text"/>   |
| 5. Other <input type="text"/>                        | <input type="text"/>   |
| <input type="text"/> Number of Participants/Trainees | Total Participant/Trainee Support Costs <input type="text"/> |



**F. Other Direct Costs**

|   | Funds Requested (\$) |
|---|----------------------|
| 1. Materials and Supplies                 |                      |
| 2. Publication Costs                      |                      |
| 3. Consultant Services                    | \$465,800            |
| 4. ADP/Computer Services                  |                      |
| 5. Subawards/Consortium/Contractual Costs |                      |
| 6. Equipment or Facility Rental/User Fees |                      |
| 7. Alterations and Renovations            |                      |
| 8. Backfill and Overtime Costs            | \$500,000            |
| 9.  |                      |
| 10.                                       |                      |
| <b>Total Other Direct Costs</b>           | <b>\$965,800</b>     |

**G. Direct Costs**

|                                      | Funds Requested (\$) |
|--------------------------------------|----------------------|
| <b>Total Direct Costs (A thru F)</b> | <b>\$2,100,000</b>   |

**H. Indirect Costs**

| Indirect Cost Type          | Indirect Cost Rate (%) | Indirect Cost Base (\$) | Funds Requested (\$) |
|-----------------------------|------------------------|-------------------------|----------------------|
|                             |                        |                         | \$0                  |
| <b>Total Indirect Costs</b> |                        |                         | <b>\$0</b>           |

**Cognizant Federal Agency**

(Agency Name, POC Name, and POC Phone Number)

**I. Total Direct and Indirect Costs**

|  | Funds Requested (\$) |
|--|----------------------|
| <b>Total Direct and Indirect Institutional Costs (G + H)</b> | <b>\$3,065,800</b>   |

**J. Fee**

| Funds Requested (\$) |
|----------------------|
| \$0                  |

**K. Total Costs and Fee**

| Funds Requested (\$)               |                    |
|------------------------------------|--------------------|
| <b>Total Costs and Fee (I + J)</b> | <b>\$3,065,800</b> |

**L. Budget Justification**

(Only attach one file.)

Add Attachment

Delete Attachment

View Attachment

## RESEARCH & RELATED BUDGET - Cumulative Budget

Totals (\$)

|   |  |  |
|---|--|--|
| <b>Section A, Senior/Key Person</b>                       |  |  |
| <b>Section B, Other Personnel</b>                         |  |  |
| Total Number Other Personnel                              |  |  |
| <b>Total Salary, Wages and Fringe Benefits (A+B)</b>      |  |  |
| <b>Section C, Equipment</b>                               |  |  |
| <b>Section D, Travel</b>                                  |  |  |
| 1. Domestic   |  |  |
| 2. Foreign  |  |  |
| <b>Section E, Participant/Trainee Support Costs</b>       |  |  |
| 1. Tuition/Fees/Health Insurance                          |  |  |
| 2. Stipends   |  |  |
| 3. Travel   |  |  |
| 4. Subsistence  |  |  |
| 5. Other  |  |  |
| 6. Number of Participants/Trainees                        |  |  |
| <b>Section F, Other Direct Costs</b>                      |  |  |
| 1. Materials and Supplies                                 |  |  |
| 2. Publication Costs                                      |  |  |
| 3. Consultant Services                                    |  |  |
| 4. ADP/Computer Services                                  |  |  |
| 5. Subawards/Consortium/Contractual Costs                 |  |  |
| 6. Equipment or Facility Rental/User Fees                 |  |  |
| 7. Alterations and Renovations                            |  |  |
| 8. Other 1  |  |  |
| 9. Other 2  |  |  |
| 10. Other 3   |  |  |
| <b>Section G, Direct Costs (A thru F)</b>                 |  |  |
| <b>Section H, Indirect Costs</b>                          |  |  |
| <b>Section I, Total Direct and Indirect Costs (G + H)</b> |  |  |
| <b>Section J, Fee</b>                                     |  |  |
| <b>Section K, Total Costs and Fee (I + J)</b>             |  |  |

## **R & R Subaward Attachment**

The Bay Area UASI will not be issuing any subawards.

## **0932 STC Bay Area Region Program Manager**

Under the direction of the UASI General Manager the STC Bay Area Region Program Manager is responsible for assisting the General Manager with the creation, implementation and management of the Bay Area Securing the Cities program decisions and other duties as determined by the General Manager. This position will assist the General Manager to provide region-wide leadership and administration of all Northern California Securing the Cities initiatives in federal homeland security grants awarded to the Bay Area Region, in direct support of the homeland security strategies.

The STC Program Manager will collaborate with STC stakeholders, state and federal partners, to provide leadership to executive advisory or working groups, established by the General Manager. This position will assist with regional coordination, monitoring, and oversight management of grant funded projects to ensure regional support. The STC Bay Area Program Manager will direct the allocation of STC Program resources to achieve timely outcomes and measurable goals within budget, adjust plans and programs to meet emerging or new initiatives, while continuing to address major departmental priorities.

Duties will include:

- Review, recommend, and evaluate regional strategies for the financial and administrative management of the STC Bay Area Region Program, including the roles of partnership entities, systems or grants procurement, contracting, compliance, monitoring, reporting, and performance management.
- Coordinate and collaborate with the STC Principal Partners, Executive Advisory and Work Groups and other stakeholders identified by the UASI General Manager.
- Supervise, train, assign and evaluate the activities of assigned Bay Area UASI Division personnel. Providing oversight to the Bay Area UASI CBRNE Regional Project Manager, coordinate region-wide STC activities. Establish STC program performance goals and objectives. As directed by the General Manager, supervise other project management initiatives.
- Assist the General Manager to manage regional project managers of the BAUASI Management Team to support the General Manager and the BAUASI region's initiatives and projects. Work with the CBRNE regional project manager to monitor project milestones with sub-recipients and vendors to ensure project and program compliance. Provide staff support for meetings and necessary follow-up.
- Communicate regularly with local, regional, state, and federal partners. Respond to local and regional stakeholders regarding concerns/issues and provide briefings on UASI and STC programs and projects. Communicate regularly through meetings and follow-up to ensure adequate participation with regional partners.

- Develop short-term and long-term strategic plans and goals. Develop and implement policies, goals and objectives, and ensure the enforcement of all applicable laws, ordinances and regulations.
- Assist the General Manager to establish a STC Bay Area Region Program's organizational structure, monitor staff assignments, and implement administrative processes to accomplish the Program's mission and objectives in an effective and efficient manner.
- Participate in the development and submission of the annual budget.
- On an as needed basis, prepare and present reports to elected officials regarding activities, issues, and needs of the organization. On an as needed basis, represent the organization before or provide information to commissions, boards, committees and representatives from international, federal, state and local organizations and agencies.

Required and Desirable Qualifications:

- Practical experience (years and kind): BA: Six (6) years' experience in grant compliance or organizational performance monitoring program, that includes responsibility for intergovernmental relations, in a large public agency; OR MA: Four (4) years' experience in grant compliance or organizational performance monitoring program, that includes responsibility for intergovernmental relations, in a large public agency.
- A working knowledge in the field of CBRNE program development and administration.
- A working knowledge of implementing CBRNE training and exercise initiatives.
- A working knowledge and/or completed courses regarding chemical/biological and radiological/nuclear materials

# RESEARCH & RELATED Other Project Information

OMB Number: 4040-0001  
Expiration Date: 10/31/2019

1. Are Human Subjects Involved?  Yes  No

1.a. If YES to Human Subjects

Is the Project Exempt from Federal regulations?  Yes  No

If yes, check appropriate exemption number.  1  2  3  4  5  6  7  8

If no, is the IRB review Pending?  Yes  No

IRB Approval Date:

Human Subject Assurance Number:

2. Are Vertebrate Animals Used?  Yes  No

2.a. If YES to Vertebrate Animals

Is the IACUC review Pending?  Yes  No

IACUC Approval Date:

Animal Welfare Assurance Number:

3. Is proprietary/privileged information included in the application?  Yes  No

4.a. Does this Project Have an Actual or Potential Impact - positive or negative - on the environment?  Yes  No

4.b. If yes, please explain:

4.c. If this project has an actual or potential impact on the environment, has an exemption been authorized or an environmental assessment (EA) or environmental impact statement (EIS) been performed?  Yes  No

4.d. If yes, please explain:

5. Is the research performance site designated, or eligible to be designated, as a historic place?  Yes  No

5.a. If yes, please explain:

6. Does this project involve activities outside of the United States or partnerships with international collaborators?  Yes  No

6.a. If yes, identify countries:

6.b. Optional Explanation:

7. Project Summary/Abstract

8. Project Narrative

9. Bibliography & References Cited

10. Facilities & Other Resources

11. Equipment

12. Other Attachments



## 2. Budget Carry Forward Narrative and Justification

- 1) **PERSONNEL:** In the Year One application, the STC San Francisco Bay Area Program requested funding for three staff members employed by the City and County of San Francisco and a contractual Program Manager. However, it was determined that hiring a staff employee to manage the Program was more appropriate than using a contractor. Therefore, this request reflects four (4) employees with a total budget for all salaries of \$491,192.

EMPLOYEE SALARIES: The four (4) employees who will be assigned to the STC San Francisco Bay Area Program Office:

- One FTE Regional Program Manager \$155,883
- One FTE Program Analyst \$145,197
- One FTE Financial Specialist \$110,448
- One FTE Administrative Specialist \$79,664

JUSTIFICATION: Due to the significant delays in receiving the grant funding, the necessary legislative processes that must be followed at the local level, and the COVID-19 pandemic, the hiring of personnel has not been completed. It is anticipated that all hiring will be completed in the next 90 days, and funding will be expended by the end of the FY 19 performance period of Oct. 31, 2021.

- 2) **FRINGE BENEFITS:** Fringe benefits were calculated at a rate of 35% and the base for allocating these fringe benefit expenses is \$491,192. The total cost for all fringe benefits is: \$171,917. The following are the cost breakdowns of the employees' fringe benefits:

- Regional Program Manager: Retirement: \$37,334 FICA \$9,665: Medicare: \$2,260 Health: \$5,300 Total Fringe: \$54,559
- Program Analyst: Retirement \$34,775, FICA \$9,002, Medicare \$2,105, Health \$4,937 Total Fringe: \$50,819
- Financial Specialist: Retirement \$26,452, FICA \$6,838, Medicare \$1,601, Health \$3,755 Total Fringe: \$38,657
- Administrative Specialist: Retirement \$19,080, FICA \$4,939, Medicare \$1,155, Health \$2709 Total Fringe: \$27,882

JUSTIFICATION: The method for determining the percentages of breakdown for fringe benefits was the City and County of San Francisco's Collective Bargaining Agreement with the unions representing the employees described in Item #1. The estimated fringe benefits by percentage are as follows:



**Securing the Cities (STC) San Francisco Bay Area Program:  
2019 Budget Carry Forward Narrative**

|                                       |        |
|---------------------------------------|--------|
| i. Retirement                         | 23.95% |
| ii. FICA                              | 6.20%  |
| iii. Medicare                         | 1.45%  |
| iv. Health and Unemployment Insurance | 3.40%  |

**3) TRAVEL:** Due to the COVID-19 Pandemic, to date, no travel has occurred. The STC San Francisco Bay Area Program wishes to continue allocating funds for the UASI General Manager, the STC SFBA Program Manager and the Program Analyst to travel to Washington, D.C. once travel restrictions are lifted. The plan is for two trips with the total travel budget for travel to Washington, D.C. of \$14,058. The Program Manager and Program Analyst will also travel to Sacramento in CA and Reno in NV twice in 2021, while the UASI General Manager will accompany them once to each City in 2021.

The total travel budget carryforward for all trips is: \$24,944. Note: Other travel may occur at the request and/or recommendation of the CWMD Office.

**JUSTIFICATION:** The purpose of the trips to Washington, D.C. will be to discuss operational planning efforts and ensure plans and protocols and strategy for the STC San Francisco Bay Area Region are aligned. The estimation for the airfare is based on a review of current costs from a travel website for travel during business hours in June, 2021 and again in October 2021. The hotel and per diem amounts are based on the GSA website rates. Total travel costs are estimated to be as follows:

- a) Round Trip Travel from San Francisco to Washington, DC, June 2021 and October 2021:
  - Airfare from San Francisco to DCA: \$1,000 per person
  - Lodging in Washington, DC at the GSA approved rate: \$258 per person for three nights: \$774 per person
  - Per Diem in Washington, DC at the GSA approved rate: \$76 per person per day for two full days and \$57 for two travel days: \$266 per person
  - Ground transportation costs (including to/from SFO and DCA airports, and all travel within the District): transportation costs are approximately \$303 per person.
  - Total trip costs: \$ 14,058.

The purpose of the trips to Sacramento and Reno will be to review the PRND mission to the region and to ensure that the program is socialized among all the participants. The airfare estimates are based on a review of current costs from a travel website. This or travel during business hours in 2021. The hotel and per diem amounts are based on the GSA website rates.

- b) Round Trip Travel from San Francisco to Sacramento (2 trips in 2021):
  - No airfare as Sacramento is within driving distance of the 12 Bay Area Counties.





**Securing the Cities (STC) San Francisco Bay Area Program:  
2019 Budget Carry Forward Narrative**

Lodging in Sacramento at the GSA approved rate: \$145 per person for 3 nights: \$435 per person

Per diem in Sacramento at the GSA approved rate: \$66 per person for 2 full day for three days and \$49.50 for two travel days: \$231 per person

Ground transportation costs (including automobile travel from San Francisco to Sacramento, and all travel within the area): transportation costs are approximately \$265 per person.

Total trip costs: \$ 4,655.

c) Round Trip Travel from San Francisco to Reno (2 trips in 2021):

Airfare from San Francisco to Reno: \$500 per person

Lodging in Reno at the GSA approved rate: \$96 per person for 3 nights: \$288 per person

Per diem in Reno at the GSA approved rate: \$55 per person per day for two full days and \$41 for two travel days: \$192 per person

Ground transportation costs (including to/from SFO and Reno airports, and all travel within the area): transportation costs are approximately \$266 per person.

Total trip costs: \$ 6,231.

4) **SUPPLIES:** The STC San Francisco Bay Area Program wishes to carry forward the following supplies for the program: office supplies, mobile phones and phone/internet subscriptions, office furniture and copiers.

The breakdown of these costs is as follows:

| <b>Category</b>   | <b>Cost</b>      |
|---|------------------|
| Office supplies (\$750 monthly x 12 months)                       | \$ 9,000         |
| Mobile Phone Purchase (\$1,200 x 4)                               | \$ 4,800         |
| Mobile Phones & Internet subscription service (\$100 monthly x 4) | \$ 4,800         |
| Laptop Computers (4 x \$2,500)                                    | \$ 10,000        |
| Copiers (\$200 monthly x 12 months)                               | \$ 2,400         |
| <b>Total</b>  | <b>\$ 31,000</b> |

JUSTIFICATION: The methodology used to determine this cost breakdown is based on existing costs within the Bay Area UASI Management Team office. Total amount of the FY 19 carry forward amount for all supplies is \$31,000.

5) **Contracts:** The STC San Francisco Bay Area Program wishes to carry forward funding of contracts that have been awarded and to award additional contracts issued through the Request for Proposals (RFP) process as needed.



## Securing the Cities (STC) San Francisco Bay Area Program: 2019 Budget Carry Forward Narrative

All procurement transactions will be conducted to provide, to the maximum extent possible, open and free competition. The San Francisco Administrative Code has specific guidelines (e.g. a cost or price analysis, the basis for the selection of the contractor, the type of contract and estimated cost/fee for profit concerning, etc.) in the RFP process as well as sole source procedures. In addition, the Bay Area UASI has written policies and procedures that guide the procurement process.

Identified below is each contract, identified organizational efforts as defined in Year One. The total amount of Contractual Services for Year One totals \$990,287.

**CONTRACT #1:** The original request for Year One was for the hiring of a Contract Program Manager. This did not prove to be as cost effective as the hiring a staff employee. Therefore, this does not require a carry forward.

**CONTRACT #2:** To transition from the existing Bay Area PRND Program to the new, expanded STC San Francisco Bay Area Program, a consultant, hired through the RFP process was tasked with planning a stakeholder kick off meeting to be hosted by San Francisco. This was determined to be the most effective and efficient means of introducing the stakeholders to the program. The cost of planning for, arranging logistics, and conducting this kickoff meeting, was \$112,500. Subsequent to this meeting and during Year Two, the balance of this contract will be allocated to FY 20 and Year Two expenses. Therefore, there will be no carry forward of this amount either.

**CONTRACT #3:** In Year One, it was determined that the STC Bay Area Program required a gap analysis to ensure effective planning. A survey of existing radiological/nuclear screening, search, and detection capabilities has been conducted by the above selected contractor and is currently being analyzed. Using FEMA-typed PRND national qualification system (NQS) criteria, an analysis of existing PRND operations, equipment capabilities, training and exercises as well as radiation alarm information sharing capabilities will be prepared. When the gap analysis is completed, the contractor will be further tasked with developing a 3 - 5 year strategic plan to identify goals, objectives and tasks with milestones as well as defining agency roles and responsibilities in closing these gaps. The total cost of this contract is \$200,000. Expenditures in Year One were \$21,000, therefore the carry forward amount of \$179,000 is requested.

**JUSTIFICATION:** The gap analysis is the first step towards a better understanding of its first responder base line readiness to perform the PRND mission. The gap analysis will also guide the development of the multi-year training and exercise plan and future PRND equipment procurements. Using a risk-based approach, strategic planning for the next 5 years will allow the region to enhance and build its PRND capabilities and lay the foundation for sustainment.

**CONTRACT #4:** In Year One, the region determined that three tasks, 1) development of a Radiation Alarm Information Sharing Plan, 2) development of a PRND Data Collection and Report Plan, and 3) individualized consulting services in the STC AOR to provide



## Securing the Cities (STC) San Francisco Bay Area Program: 2019 Budget Carry Forward Narrative

customized planning templates for the 15 counties in California and Nevada, was necessary.

The Radiation Alarm Information Sharing Plan defines how the adjudication of radiological information will be pushed up and shared with the FBI and other STC partners in order to better address a potential National Level Event. This plan also includes the policies and procedures necessary in the data information flow framework. This information flow will address the collection of information from first responder STC PRND equipment, such as Radiation Isotope Identification Detectors (RIID) and Personal Radiation Detectors (PRD), to ensure law enforcement sensitive information is properly shared with other STC AOR partners. The estimated cost is \$90,000.

The PRND Data Collection and Report Plan will describe the required PRND collection data sets needed to satisfy grant requirements. Information such as number of radiation alarms received, number of radiation detectors deployed in a reporting period, number of personnel trained and exercises conducted will be collected, stored and reported to the CWMD Office, the FBI and the CalOES Law Enforcement and Fire Branch Mutual Aid Coordinators. This plan will outline information needed to track, monitor and store activities of PRND equipment and trained personnel. This data will also provide critical information to efficiently use AOR mutual aid resources during enhanced PRND operations. Estimated cost is \$90,000.

Consulting services will be included to work with individual jurisdictions and agencies in the region's AOR 15 counties to utilize these planning templates and customize plans to meet STC requirements and operational goals. Estimated cost is \$70,000

The total for this contract is \$250,000. Year One expenditures total \$18,000, therefore, the requested carry forward amount is \$232,000.

**JUSTIFICATION:** The Radiation Alarm Information Sharing Plan and Data Collection and Report Plan, as well as the development and customization of supporting policies and procedures will allow the region to appropriately adjudicate radiation alarms according to the requirements of both the National and Northern California PRND CONOPs. This effort has been instrumental in writing Memoranda of Understanding between the principal and sub partners. This effort will also assist incident commanders responding to PRND incidents, to acquire and maintain real-time situational awareness, as well as support the creation of a common operating picture during all PRND mission states.

**CONTRACT #5:** In Year One, funding was allocated for technical services that encompass both the development of a secure website. The secure website will include: a common calendar meeting notifications, an e-learning module for future student training enrollment and content delivery tracking, and a centralized student database with a single point of access for course registration. The cost for this website development is \$287,587.



## Securing the Cities (STC) San Francisco Bay Area Program: 2019 Budget Carry Forward Narrative

The other portion of Year One funding was for a Program Management Support Team to assist the STC Program Manager in developing all meeting materials and coordinating up to six meetings per month for the various sub-committees of the program, developing new and updating existing program plans and documents, coordinate stakeholder participation, and developing 8 plans that must synchronize the PRND program with DHS training & exercise support teams, as well as the Bay Area Training & Exercise Program (BATEP).

The total cost of the support team is \$642, 500. Since \$465,800 will be allocated to Year Two, the carry forward balance of \$176,700 is requested.

**JUSTIFICATION:** The website will allow principal partners, sub partners, and other STC stakeholders to access program documents, job aids, and other PRND resources. A common calendar containing meeting notices, including current training and exercise opportunities, will help coordinate and de-conflict PRND activities throughout the region. An e-learning module will support the efficient and timely tracking of student training enrollments, training content delivery, and student testing and evaluation of training course effectiveness. The website's centralized student database will provide PRND stakeholders and program managers with information that includes enrollment, personnel qualifications, and certification status. Automated access to this information will assist in reducing administrative tracking costs. Management support services are required to provide consistency to all planning efforts and materials.

**CONTRACT #6:** In Year One, two plans: 1) the Bay Area's land-based PRND Concept of Operations Plan, and 2) the Bay Area's maritime PRND Concept of Operations Plan, were envisioned. Both plans will provide for the effective application of PRND operations throughout the STC Bay San Francisco Bay Area AOR.

To further build strong regional capabilities, the consultant was to be tasked with conducting outreach in each of the 15 AOR counties to identify and address jurisdiction-specific radiological nuclear prevention and response policies and procedures. Each customized plan will be shared as an appendix to the region's CONOPs.

Upon completion of the plans, the contractor will also be tasked with developing a PRND Field Operations Guide (FOG) to provide a standardized guidance document with information on the incident command system (ICS) and synthesized operational guidance and term definitions to support response in typical PRND mission states. The PRND FOG will include position descriptions, checklists and diagrams to facilitate that guidance.

The STC San Francisco Bay Area PRND FOGs will also be printed and distributed to all AOR Counties. Twelve (12) copies of the color-coded, specially printed and bound document will be distributed to each of the 15 counties for Law, Fire and other PRND partner use. For agencies wishing to print additional copies, an electronic PRND FOG template will be available for individual agency customization and printing.



**Securing the Cities (STC) San Francisco Bay Area Program:  
2019 Budget Carry Forward Narrative**

The total cost for this contract is \$160,000. To date, \$45,000 have been expended and the carry forward amount requested is \$115,000.

**JUSTIFICATION:** The Bay Area PRND Concept of Operations Plan contains guidance specific to the twelve (12) counties that make up the Bay Area UASI foot print. The STC San Francisco Bay Area Concept of Operations Plan will be expanded and similarly customized to be of value to the other counties that make up the STC AOR. Examples of guidance specific to these counties include the telephone numbers of the local FBI field office, Customs and Border Patrol, TSA VIPER teams, California Department of Health-Radiation Health Branch, Army National Guard Civil Support Team and other local and regional PRND resources. The creation of a PRND FOG manual will ensure consistent application of the CONOPs as well as but also appropriate use of the ICS system in support of PRND operations and the ability to readily access information useful to field personnel.

- 7) **OTHER DIRECT COSTS:** The Other Direct Costs item is for facility rental for setting up the STC San Francisco Bay Area Program office. The cost breakdown is 950 sq. ft. @\$51.75/sq. ft. to locate the four (4) staff members. These expenses total \$49,160.

**JUSTIFICATION:** The facility rental is based on situating four (4) STC SFBA Region staff in the existing Bay Area UASI Management Team offices. They will be sharing space with the existing team and the square foot cost is based on prevailing rental rates in the area.

**Year One Carry Forward Budget Summary**

| CATEGORY                   | EXPENSE            |
|----------------------------|--------------------|
| 1. Personnel               | \$491,192          |
| 2. Fringe Benefits         | \$171,917          |
| 3. Travel                  | \$24,944           |
| 4. Equipment               | \$0                |
| 5. Supplies                | \$31,000           |
| 6. Contractual             | \$990,287          |
| 7. Other Direct Costs      | \$49,160           |
| <b>TOTAL CARRY FORWARD</b> | <b>\$1,758,500</b> |

## R&R SUBAWARD BUDGET ATTACHMENT(S) FORM

Instructions: On this form, you will attach the R&R Subaward Budget files for your grant application. Complete the subawardee budget(s) in accordance with the R&R budget instructions. Please remember that any files you attach must be a PDF document.

[Click here to extract the R&R Subaward Budget Attachment](#)

Important: Please attach your subawardee budget file(s) with the file name of the subawardee organization. Each file name must be unique.

|                                 |                              |                |                   |                 |
|---------------------------------|------------------------------|----------------|-------------------|-----------------|
| 1) Please attach Attachment 1   | Form RR_Subawards 090420.pdf | Add Attachment | Delete Attachment | View Attachment |
| 2) Please attach Attachment 2   |                              | Add Attachment | Delete Attachment | View Attachment |
| 3) Please attach Attachment 3   |                              | Add Attachment | Delete Attachment | View Attachment |
| 4) Please attach Attachment 4   |                              | Add Attachment | Delete Attachment | View Attachment |
| 5) Please attach Attachment 5   |                              | Add Attachment | Delete Attachment | View Attachment |
| 6) Please attach Attachment 6   |                              | Add Attachment | Delete Attachment | View Attachment |
| 7) Please attach Attachment 7   |                              | Add Attachment | Delete Attachment | View Attachment |
| 8) Please attach Attachment 8   |                              | Add Attachment | Delete Attachment | View Attachment |
| 9) Please attach Attachment 9   |                              | Add Attachment | Delete Attachment | View Attachment |
| 10) Please attach Attachment 10 |                              | Add Attachment | Delete Attachment | View Attachment |

## RESEARCH & RELATED Senior/Key Person Profile (Expanded)

| PROFILE - Project Director/Principal Investigator |   |  |  |
|---|---|--|--|
| Prefix:   | <input type="text" value="Mr."/>                          | * First Name:                                  | <input type="text" value="Craig"/>               |
|   |   | Middle Name:                                   | <input type="text"/>                             |
| * Last Name:                                      | <input type="text" value="Dziedzic"/>                     | Suffix:  | <input type="text"/>                             |
| Position/Title:                                   | <input type="text" value="Interim Program Manager"/>      | Department:                                    | <input type="text"/>                             |
| Organization Name:                                | <input type="text" value="Bay Area UASI"/>                | Division:                                      | <input type="text"/>                             |
| * Street1:  | <input type="text" value="711 Van Ness Ave. #420"/>       |  |  |
| Street2:  | <input type="text"/>                                      |  |  |
| * City:   | <input type="text" value="San Francisco"/>                | County/ Parish:                                | <input type="text"/>                             |
| * State:  | <input type="text" value="CA: California"/>               | Province:                                      | <input type="text"/>                             |
| * Country:  | <input type="text" value="USA: UNITED STATES"/>           | * Zip / Postal Code:                           | <input type="text" value="94102-3244"/>          |
| * Phone Number:                                   | <input type="text" value="415-353-5221"/>                 | Fax Number:                                    | <input type="text"/>                             |
| * E-Mail:   | <input type="text" value="craig.dziedzic@sfgov.org"/>     |  |  |
| Credential, e.g., agency login:                   | <input type="text"/>                                      |  |  |
| * Project Role:                                   | <input type="text" value="PD/PI"/>                        | Other Project Role Category:                   | <input type="text"/>                             |
| Degree Type:                                      | <input type="text"/>                                      |  |  |
| Degree Year:                                      | <input type="text"/>                                      |  |  |
| *Attach Biographical Sketch                       | <input type="text" value="Attachment D_Key Personnel -"/> | <input type="button" value="Add Attachment"/>  | <input type="button" value="Delete Attachment"/> |
| Attach Current & Pending Support                  | <input type="text"/>                                      | <input type="button" value="Add Attachment"/>  | <input type="button" value="Delete Attachment"/> |
|   |   | <input type="button" value="View Attachment"/> | <input type="button" value="View Attachment"/>   |

| PROFILE - Senior/Key Person 1    |   |  |  |
|----------------------------------|---|--|--|
| Prefix:                          | <input type="text"/>                            | * First Name:                                  | <input type="text"/>                             |
|                                  |   | Middle Name:                                   | <input type="text"/>                             |
| * Last Name:                     | <input type="text"/>                            | Suffix:  | <input type="text"/>                             |
| Position/Title:                  | <input type="text"/>                            | Department:                                    | <input type="text"/>                             |
| Organization Name:               | <input type="text"/>                            | Division:                                      | <input type="text"/>                             |
| * Street1:                       | <input type="text"/>                            |  |  |
| Street2:                         | <input type="text"/>                            |  |  |
| * City:                          | <input type="text"/>                            | County/ Parish:                                | <input type="text"/>                             |
| * State:                         | <input type="text"/>                            | Province:                                      | <input type="text"/>                             |
| * Country:                       | <input type="text" value="USA: UNITED STATES"/> | * Zip / Postal Code:                           | <input type="text"/>                             |
| * Phone Number:                  | <input type="text"/>                            | Fax Number:                                    | <input type="text"/>                             |
| * E-Mail:                        | <input type="text"/>                            |  |  |
| Credential, e.g., agency login:  | <input type="text"/>                            |  |  |
| * Project Role:                  | <input type="text"/>                            | Other Project Role Category:                   | <input type="text"/>                             |
| Degree Type:                     | <input type="text"/>                            |  |  |
| Degree Year:                     | <input type="text"/>                            |  |  |
| Attach Biographical Sketch       | <input type="text"/>                            | <input type="button" value="Add Attachment"/>  | <input type="button" value="Delete Attachment"/> |
| Attach Current & Pending Support | <input type="text"/>                            | <input type="button" value="Add Attachment"/>  | <input type="button" value="Delete Attachment"/> |
|                                  |   | <input type="button" value="View Attachment"/> | <input type="button" value="View Attachment"/>   |

To ensure proper performance of this form; after adding 20 additional Senior/ Key Persons; please save your application, close the Adobe Reader, and reopen it.

|  |  |   |  |
|--|--|---|--|
| <b>1. DATE ISSUED</b> MM/DD/YYYY<br>03/09/2021   |  | <b>1a. SUPERSEDES AWARD NOTICE</b> dated<br>except that any additions or restrictions previously imposed remain in effect unless specifically rescinded |  |
| <b>2. CFDA NO.</b><br>97.106 - Cooperative Agreements, I - USE OF PROPERTY, FACILITIES, OR EQUIPMENT, L - DISSEMINATION OF TECHNICAL INFORMATION |  |   |  |
| <b>3. ASSISTANCE TYPE</b> Cooperative Agreement  |  |   |  |
| <b>4. GRANT NO.</b> 20CWDSTC00005-02-00<br>Formerly  |  | <b>5. TYPE OF AWARD</b><br>Other  |  |
| <b>4a. FAIN</b> 20CWDSTC00005  |  | <b>5a. ACTION TYPE</b> Non-Competing Continuation   |  |
| <b>6. PROJECT PERIOD</b> MM/DD/YYYY<br>From 03/04/2020   |  | <b>Through</b> MM/DD/YYYY<br>10/30/2029   |  |
| <b>7. BUDGET PERIOD</b> MM/DD/YYYY<br>From 03/09/2021  |  | <b>Through</b> MM/DD/YYYY<br>10/30/2021   |  |
| <b>8. TITLE OF PROJECT (OR PROGRAM)</b><br>Northern California Securing the Cities Region Program  |  |   |  |

**Department of Homeland Security**  
**DHS Grants and Financial Assistance Division (GFAD)**

245 Murray Lane, SW  
Mail Stop 0115  
Washington, DC 20528

**NOTICE OF AWARD**  
AUTHORIZATION (Legislation/Regulations)  
Section 4(a)(12) of the Nuclear Forensics and Attribution Act, Public Law 111-140

|  |  |
|--|--|
| <b>9a. GRANTEE NAME AND ADDRESS</b><br>SAN FRANCISCO, CITY & COUNTY OF<br>711 Van Ness Ave Ste 420<br>Dept of Emergency Management<br>San Francisco, CA 94102-3284 | <b>9b. GRANTEE PROJECT DIRECTOR</b><br>Tristan Levardo<br>711 Van Ness Ave Ste 420<br>BA UASI<br>San Francisco, CA 94102-3284<br>Phone: 4153535228 |
| <b>10a. GRANTEE AUTHORIZING OFFICIAL</b><br>Ms. Mary T Landers<br>711 Van Ness Avenue, #420<br>BA UASI<br>SAN FRANCISCO, CA 94102-3244                             | <b>10b. FEDERAL PROJECT OFFICER</b><br>Kevin Adler<br>7th And D Street SW<br>Washington, DC 20407-0001<br>Phone: 111-111-1111                      |

**ALL AMOUNTS ARE SHOWN IN USD**

| <b>11. APPROVED BUDGET</b> (Excludes Direct Assistance)   |                    | <b>12. AWARD COMPUTATION</b>  |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
|---|--------------------|---|--------------------|------|--------------------|------|--------------------|------|--|------|--|------|--|------|--|------|--|------|--|
| I Financial Assistance from the Federal Awarding Agency Only  |                    | a. Amount of Federal Financial Assistance (from item 11m) 5,065,800.00  |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
| II Total project costs including grant funds and all other financial participation <span style="border: 1px solid black; padding: 2px;">II</span> |                    | b. Less Unobligated Balance From Prior Budget Periods 2,000,000.00  |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
| a. Salaries and Wages ..... 329,823.00  |                    | c. Less Cumulative Prior Award(s) This Budget Period 0.00   |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
| b. Fringe Benefits ..... 115,438.00   |                    | <b>d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</b> <span style="border: 1px solid black; padding: 2px;">3,065,800.00</span>   |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
| c. Total Personnel Costs ..... 445,261.00   |                    | <b>13. Total Federal Funds Awarded to Date for Project Period</b> <span style="border: 1px solid black; padding: 2px;">5,065,800.00</span>  |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
| d. Equipment ..... 2,070,500.00   |                    | <b>14. RECOMMENDED FUTURE SUPPORT</b><br>(Subject to the availability of funds and satisfactory progress of the project):   |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
| e. Supplies ..... 31,000.00   |                    | <table border="1" style="width: 100%;"> <tr> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> </tr> <tr> <td>a. 3</td> <td></td> <td>d. 6</td> <td></td> </tr> <tr> <td>b. 4</td> <td></td> <td>e. 7</td> <td></td> </tr> <tr> <td>c. 5</td> <td></td> <td>f. 8</td> <td></td> </tr> </table>  |                    | YEAR | TOTAL DIRECT COSTS | YEAR | TOTAL DIRECT COSTS | a. 3 |  | d. 6 |  | b. 4 |  | e. 7 |  | c. 5 |  | f. 8 |  |
| YEAR  | TOTAL DIRECT COSTS | YEAR  | TOTAL DIRECT COSTS |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
| a. 3  |                    | d. 6  |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
| b. 4  |                    | e. 7  |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
| c. 5  |                    | f. 8  |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
| f. Travel ..... 24,944.00   |                    | <b>15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:</b>   |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
| g. Construction ..... 0.00  |                    |   |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
| h. Other ..... 578,660.00   |                    | <span style="border: 1px solid black; padding: 10px;">b</span>  |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
| i. Contractual ..... 1,915,435.00   |                    |   |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
| j. TOTAL DIRECT COSTS <span style="border: 1px solid black; padding: 2px;">→</span> 5,065,800.00  |                    | <b>16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDOING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:</b>   |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
| k. INDIRECT COSTS 0.00  |                    |   |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
| l. TOTAL APPROVED BUDGET 5,065,800.00   |                    | <ul style="list-style-type: none"> <li>a. The grant program legislation</li> <li>b. The grant program regulations.</li> <li>c. This award notice including terms and conditions, if any, noted below under REMARKS.</li> <li>d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.</li> </ul> <p>In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.</p> |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
| m. Federal Share 5,065,800.00   |                    |   |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |
| n. Non-Federal Share 0.00   |                    |   |                    |      |                    |      |                    |      |  |      |  |      |  |      |  |      |  |      |  |

**REMARKS** (Other Terms and Conditions Attached -  Yes  No)  
See next page

**GRANTS MANAGEMENT OFFICIAL:**

Lisa Johnson, Associate Director  
7th and D Street SW  
Washington DC , DC 20407  
Phone: (202) 309-8010

|                          |                                   |                            |                            |                           |
|--------------------------|-----------------------------------|----------------------------|----------------------------|---------------------------|
| <b>17.OBJ CLASS</b> 4100 | <b>18a. VENDOR CODE</b> 976000417 | <b>18b. EIN</b> 946000417  | <b>19. DUNS</b> 070384255  | <b>20. CONG. DIST.</b> 12 |
| <b>FY-ACCOUNT NO.</b>    | <b>DOCUMENT NO.</b>               | <b>ADMINISTRATIVE CODE</b> | <b>AMT ACTION FIN ASST</b> | <b>APPROPRIATION</b>      |
| 21. a. O91770910411      | b. CWDSTC00005A                   | c. STC                     | d. \$600,000.00            | e. 70910411               |
| 22. a. O01270020411      | b. CWDSTC00005A                   | c. STC                     | d. \$2,465,800.00          | e. 70020411               |
| 23. a.                   | b.                                | c.                         | d.                         | e.                        |



# NOTICE OF AWARD (Continuation Sheet)

|                               |                           |
|-------------------------------|---------------------------|
| PAGE 2 of 3                   | DATE ISSUED<br>03/09/2021 |
| GRANT NO. 20CWDSTC00005-02-00 |                           |

REMARKS:

1. This Amendment awards Continuation funds in the amount of \$3,065,800 to conduct Phase II of the Securing the Cities Program. However, the entire amount is restricted until the Recipient submits an updated project timeline and budget for approval by DHS.
  2. In addition, Article I of the original terms and conditions is hereby revised as follows:
    - a. Section A is revised to include an additional restriction
    - b. Section G, is revised to reflect quarterly performance reports shall be submitted via the GrantSolutions Reporting feature at [www.GrantSolutions.gov](http://www.GrantSolutions.gov) by using the system's help/support guidance titled, "Grantee Recipient Process: Performance Progress Reporting."
    - c. Sections E.2 - Final Financial Reports and G.2 - Final Performance Reports are both revised to reflect final report due dates of 120 days after the award expiration date.
  3. This award also changes the Grant Officer of record to Janet Bailey.
- All other award terms and conditions remain in effect.

NOTICE OF AWARD (Continuation Sheet)

|                               |                           |
|-------------------------------|---------------------------|
| PAGE 3 of 3                   | DATE ISSUED<br>03/09/2021 |
| GRANT NO. 20CWDSTC00005-02-00 |                           |

| Performance Progress Report Cycle |                           |                |                           |
|-----------------------------------|---------------------------|----------------|---------------------------|
| Reporting Period Start Date       | Reporting Period End Date | Reporting Type | Reporting Period Due Date |
| 03/04/2020                        | 03/31/2020                | Quarterly      | 04/30/2020                |
| 04/01/2020                        | 06/30/2020                | Quarterly      | 07/30/2020                |
| 07/01/2020                        | 09/30/2020                | Quarterly      | 10/30/2020                |
| 10/01/2020                        | 12/31/2020                | Quarterly      | 01/30/2021                |
| 01/01/2021                        | 03/31/2021                | Quarterly      | 04/30/2021                |
| 04/01/2021                        | 06/30/2021                | Quarterly      | 07/30/2021                |
| 07/01/2021                        | 09/30/2021                | Quarterly      | 10/30/2021                |
| 10/01/2021                        | 12/31/2021                | Quarterly      | 01/30/2022                |
| 01/01/2022                        | 03/31/2022                | Quarterly      | 04/30/2022                |
| 04/01/2022                        | 06/30/2022                | Quarterly      | 07/30/2022                |
| 07/01/2022                        | 09/30/2022                | Quarterly      | 10/30/2022                |
| 10/01/2022                        | 12/31/2022                | Quarterly      | 01/30/2023                |
| 01/01/2023                        | 03/31/2023                | Quarterly      | 04/30/2023                |
| 04/01/2023                        | 06/30/2023                | Quarterly      | 07/30/2023                |
| 07/01/2023                        | 09/30/2023                | Quarterly      | 10/30/2023                |
| 10/01/2023                        | 12/31/2023                | Quarterly      | 01/30/2024                |
| 01/01/2024                        | 03/31/2024                | Quarterly      | 04/30/2024                |
| 04/01/2024                        | 06/30/2024                | Quarterly      | 07/30/2024                |
| 07/01/2024                        | 09/30/2024                | Quarterly      | 10/30/2024                |
| 10/01/2024                        | 12/31/2024                | Quarterly      | 01/30/2025                |
| 01/01/2025                        | 03/31/2025                | Quarterly      | 04/30/2025                |
| 04/01/2025                        | 06/30/2025                | Quarterly      | 07/30/2025                |
| 07/01/2025                        | 09/30/2025                | Quarterly      | 10/30/2025                |
| 10/01/2025                        | 12/31/2025                | Quarterly      | 01/30/2026                |
| 01/01/2026                        | 03/31/2026                | Quarterly      | 04/30/2026                |
| 04/01/2026                        | 06/30/2026                | Quarterly      | 07/30/2026                |
| 07/01/2026                        | 09/30/2026                | Quarterly      | 10/30/2026                |
| 10/01/2026                        | 12/31/2026                | Quarterly      | 01/30/2027                |
| 01/01/2027                        | 03/31/2027                | Quarterly      | 04/30/2027                |
| 04/01/2027                        | 06/30/2027                | Quarterly      | 07/30/2027                |
| 07/01/2027                        | 09/30/2027                | Quarterly      | 10/30/2027                |
| 10/01/2027                        | 12/31/2027                | Quarterly      | 01/30/2028                |
| 01/01/2028                        | 03/31/2028                | Quarterly      | 04/30/2028                |
| 04/01/2028                        | 06/30/2028                | Quarterly      | 07/30/2028                |
| 07/01/2028                        | 09/30/2028                | Quarterly      | 10/30/2028                |
| 10/01/2028                        | 12/31/2028                | Quarterly      | 01/30/2029                |
| 01/01/2029                        | 03/31/2029                | Quarterly      | 04/30/2029                |
| 04/01/2029                        | 06/30/2029                | Quarterly      | 07/30/2029                |
| 07/01/2029                        | 09/30/2029                | Quarterly      | 10/30/2029                |
| 10/01/2029                        | 10/30/2029                | Final          | 01/28/2030                |

# AWARD ATTACHMENTS

CITY AND COUNTY OF SAN FRANCISCO

20CWDSTC00005-02-00

---

1. FY21 STC NCC Letter SF Bay Area
2. FY21 STC Terms and Conditions SF Bay Area



March 9, 2021

Ms. Mary T. Landers  
Regional Grants Manager  
City and County of San Francisco  
Department of Emergency Management  
Bay Area Urban Areas Security Initiative  
711 Van Ness Avenue, #420  
San Francisco, CA 94102-3244

RE: Agreement No. 20CWDSTC00005

Dear Ms. Landers:

The Department of Homeland Security (DHS) has approved your Securing the Cities Continuation application [#STC2020000050] in the amount of \$3,065,800. However, the full amount is restricted by DHS. For additional information on the restriction, please refer to the Remarks section of the Notice of Award.

This amendment also revises the Terms and Conditions to include a new restriction and to reflect changes to the reporting requirements. The changes are outlined in the Notice of Award and the enclosed Terms and Conditions.

This award is subject to the attached Award Terms and Conditions. If you have questions concerning this award, please contact the appropriate DHS official listed below.

Program/Technical matters - Program Officer, Mr. Kevin Adler  
Email: [Kevin.Adler@HQ.DHS.GOV](mailto:Kevin.Adler@HQ.DHS.GOV)  
Phone: (202) 897-5657

Grant/Fiscal related matters - Grant Officer, Ms. Janet Bailey  
Email: [Janet.Bailey@HQ.DHS.GOV](mailto:Janet.Bailey@HQ.DHS.GOV)  
Phone: (202) 447-0362

Sincerely,

*Lisa Johnson*

Lisa Johnson  
Associate Director  
Grants and Financial Assistance Division  
U.S. Department of Homeland Security, OPO

Enclosure(s)

**COOPERATIVE AGREEMENT TERMS AND CONDITIONS**  
**GRANTS AND FINANCIAL ASSISTANCE DIVISION (GFAD)**

In addition to the **DHS Standard Terms and Conditions** as outlined here: <http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, the following Terms and Conditions apply specifically to this award as administered by the Grants and Financial Assistance Division (GFAD):

**ARTICLE I. GENERAL ADMINISTRATIVE TERMS AND CONDITIONS**

**A. AWARD SPECIFIC TERMS AND CONDITIONS**

1. Working drafts of the following documents are due to the DHS STC Federal Program Manager by the time period indicated after the validation date. The validation date will be set after award and will correspond with the region's emplacement of a local initial STC Program Manager. DHS expects work to commence on these documents early in the implementation process. Each document will indicate concurrence by all STC principal partners. DHS STC Program Office will provide templates and significant assistance in the production of these documents. Once finalized, each of the documents should be placed in a periodic review cycle to be updated as the program matures.

Regional Strategic Plan - six (6) months from validation date

Regional Organization Chart - six (6) months from validation date

Committee Charters (if applicable) - six (6) months from validation date

Regional Implementation Plan nine (9) months from validation date

Regional Operations Plan - twelve (12) months from validation date

Regional Multi-Year Training and Exercise Plan - twelve (12) months from validation date

Information Exchange Plan 0 eighteen (18) months from validation date

Life-Cycle Sustainment Plan - twenty-four (24) months from validation date

2. The full amount of the Continuation award is restricted pending Recipient submission and DHS approval of an updated project timeline and budget with narrative details.

**B. DHS PROGRAMMATIC INVOLVEMENT**

1. Work with recipients to identify the appropriate equipment for specific regional operations and procure identified equipment for the region. Primary screening equipment procured by DHS will become the property of the recipient. Secondary screening equipment will remain the property of the Federal government, loaned to the recipients for their use as long as they participate in the STC program, or until the equipment needs to be replaced. DHS will replace the equipment if doing so is in the Government's best interest, based upon the recipient's need, funds availability, and operational/logistical resources.

2. Assist in the establishment of Federal interagency partnerships, collaboration and cooperation for carrying out the project.

3. Provide training and training materials for participating jurisdictions and provide updates to eligible training courses, subject to the availability of funds.

4. Provide technical assistance to STC partners in developing regional operations plan.

5. Attend and participate in appropriate meetings initiated by State and local stakeholders, including meetings of the STC committees, subcommittees, and working groups, as applicable. Subject matter experts may periodically attend, participate and advise local program managers as necessary.

6. Provide technical assistance workshops as deemed necessary by DHS.

## C. AMENDMENTS AND REVISIONS

### 1. Budget Revisions

a. The Recipient shall obtain prior written approval from the DHS Grants Officer for transfers of funds between direct cost categories in the approved budget when such cumulative transfers among those direct cost categories exceed ten percent of the total budget approved.

b. The Recipient shall obtain prior written approval from the DHS Grants Officer for any budget revision that would result in the need for additional resources/funds.

c. The Recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa, without prior written approval of the DHS Grants Officer.

### 2. Extension Request

a. Extensions to the Period of Performance can only be authorized in writing by the DHS Grants Officer.

b. The extension request shall be submitted to the DHS Grants Officer sixty (60) days prior to the expiration date of the performance period.

c. Requests for time extensions to the Period of Performance will be considered, but will not be granted automatically, and must be supported by adequate justification in order to be processed. The justification is a written explanation of the reason or reasons for the delay; an outline of remaining resources/funds available to support the extended Period of Performance; and a description of performance measures necessary to complete the project. In addition, extension requests shall not be processed without up-to-date performance and financial status reports.

d. DHS has no obligation to provide additional resources/funding as a result of an extension.

## **D. EQUIPMENT**

1. Title to equipment acquired by the Recipient with Federal funds provided under this Award shall vest in the Recipient, subject to the conditions pertaining to equipment in the 2 CFR Part 200.
2. Prior to the purchase of Equipment in the amount of \$5,000 or more per unit cost, the recipient must obtain the written approval from DHS.
3. For equipment purchased with Award funds having a \$5,000 or more per unit cost, the Recipient shall submit an inventory that will include a description of the property; manufacturer model number, serial number or other identification number; the source of property; name on title; acquisition date; and cost of the unit; the address of use; operational condition of the property; and, disposition data, if applicable. This report will be due with the Final Progress Report ninety (90) days after the expiration of the Project Period, and shall be submitted via GrantSolutions using the using the help/Support guidance entitled, "Quicksheet: Add a Grant Note" guidance found here:  
<https://www.grantsolutions.gov/support/granteeUsers.html>

## **E. FINANCIAL REPORTS**

1. Quarterly Federal Financial Reports – the Recipient shall submit a Federal Financial Report (SF-425) into the GrantSolutions system no later than thirty (30) days after the end of the reporting period end date. Reports are due on Apr 30, Jul 30, Oct 30, and Jan 30. The report shall be submitted via [www.GrantSolutions.gov](http://www.GrantSolutions.gov) using the Grant submission guidance entitled, "Grantee Reporting Process: Federal Financial Report" found here: <https://www.grantsolutions.gov/support/granteeUsers.html>
2. Final Federal Financial Report – the Recipient shall submit the final Federal Financial Report (SF-425) into the GrantSolutions system no later than 120 days after the end of the Project Period end date. The report shall be submitted via [www.GrantSolutions.gov](http://www.GrantSolutions.gov) using the Grant submission guidance entitled, "Grantee Reporting Process: Federal Financial Report" found here:  
<https://www.grantsolutions.gov/support/granteeUsers.html>
3. Quarterly Federal Financial Reports (Cash Transaction) – the Recipient shall submit the Federal Financial Report (SF-425) Cash Transaction Report to the Department of Health and Human Services, Payment Management System. Quarterly Cash Transaction reports shall be submitted no later than 1/30, 4/30, 7/30, and 10/30.

## **F. PAYMENT**

The Recipient shall be paid in advance using the U.S. Department of Health and Human Services/Payment Management System, provided it maintains or demonstrates the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds from the DHS and expenditure disbursement by the Recipient. When these requirements are not met, the Recipient will be required to be on a reimbursement for costs incurred method.

An overpayment of funds must be coordinated with the U.S. Department of Health and Human Services/ Payment Management System.

## G. PERFORMANCE REPORTS

1. Quarterly Performance Reports – the Recipient shall submit performance reports into the GrantSolutions system no later than thirty (30) days after the end of the reporting period end date. Reports are due on Apr 30, Jul 30 Oct 30, and Jan 30. The report shall be submitted via GrantSolutions using the using the help/Support guidance entitled, "Quicksheet: Add a Grant Note" found here: <https://www.grantsolutions.gov/support/granteeUsers.html>. Please remember to include the program name, report type (ie 1st Quarter program) and award number in the note subject line.

a. Performance reports must provide information on the overall progress by quarter. These reports

\* A comparison of actual accomplishments with the goals and objectives established for the period.

\* Reasons why established objectives were not met, if applicable.

\* Other pertinent information including, when appropriate, analysis and explanation of cost

b. If the performance report contains any information that is deemed proprietary, the Recipient will denote the beginning and ending of such information with asterisks (\*\*\*\*\*)

c. For submission of this information, complete the Performance Progress Report (PPR) found at: <http://www.fema.gov/media-library/assets/documents/29485> OMB #0970-0334.

2. Final Performance Report – the Recipient shall submit the Final Performance Report into the GrantSolutions system no later than 120 days after the expiration of the Project Period. The Final Performance Report shall be submitted via GrantSolutions using the help/Support guidance entitled, "Quicksheet: Add a Grant Note" found here: <https://www.grantsolutions.gov/support/granteeUsers.html>. Please remember to include the program name, report type (ie, 1st Quarter Program) and award number in the note subject line.

For submission of this information, complete the Performance Progress Report (PPR) found at: <http://www.fema.gov/media-library/assets/documents/29485> OMB #0970-0334.

## H. PERIOD OF PERFORMANCE

The approved Project and Budget Periods for the supported activity is contingent upon the following:

1. Acceptable performance of the project as determined by the Department of Homeland Security (DHS);
2. If applicable, acceptance and approval of each non-competing continuation application by the DHS;
3. Subject to the availability of annual DHS appropriated funds.



## **I. PRIOR APPROVAL REQUIRED**

The Recipient shall not, without the prior written approval of the DHS, request reimbursement, incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities prior to the approved Budget Period.

## **ARTICLE II. GENERAL TERMS AND CONDITIONS**

### **A. ACCESS TO RECORDS.**

The Recipient shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Award for a period of three years from the date of submission of the final expenditure report. The only exceptions to the aforementioned record retention requirements are the following:

1. If any litigation, dispute, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, dispute or audit findings involving the records have been resolved and final action taken.
2. Records for real property and equipment acquired with Federal funds shall be retained for three (3) years after final disposition.
3. The DHS Grants Officer may direct the Recipient to transfer certain records to DHS custody when he or she determines that the records possess long term retention value. However, in order to avoid duplicate recordkeeping, the DHS Grants Officer may make arrangements for the Recipient to retain any records that are continuously needed for joint use.

DHS, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of the Recipient that are pertinent to this Award, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to Recipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this award term are not limited to the required retention period, but shall last as long as records are retained.

With respect to sub-recipients, DHS shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending DHS funds. Recipient agrees to include in any sub-award made under this Agreement the requirements of this award term (Access to Records).

## B. COMPLIANCE ASSURANCE PROGRAM OFFICE TERMS AND CONDITIONS

The Compliance Assurance Program Office (CAPO) is comprised of the DHS Treaty Compliance Office (TCO), Export Control Group (ECG), and the DHS Regulatory Compliance Office (RCO). The Compliance Assurance Program Manager (CAPM) is the DHS official responsible for overseeing CAPO and implementing procedures to ensure that the Recipient and any Recipient institutions/collaborators under this Award comply with international treaties, federal regulations, and DHS policies for Arms Control Agreements, Biosafety, Select Agent and Toxin Security, Animal Care and Use, the Protection of Human Subjects, Life Sciences Dual Use Research of Concern, and Export Controls.

CAPO collects and reviews relevant documentation pertaining to this Award on behalf of the Compliance Assurance Program Manager. Additional guidance regarding the review process is provided in the following sections, along with contact information for the TCO, RCO, and ECG. This guidance applies to the Recipient and any/all Recipient institutions involved in the performance of work under this Award. The Recipient is responsible for ensuring that any/all Recipient institutions and collaborators comply with all requirements and submit relevant documentation, as outlined in sections C – G below, for work being performed under this Award.

## C. TREATY COMPLIANCE FOR BIOLOGICAL AND CHEMICAL DEFENSE EFFORTS

The Recipient and any Recipient institution shall conduct all biological and chemical defense research, development, and acquisition projects in compliance with all arms control agreements of the U.S., including the Chemical Weapons Convention (CWC) and the Biological Weapons Convention (BWC). DHS Directive 041-01, *Compliance With, and Implementation of, Arms Control Agreements*, requires all such projects to be systematically evaluated for compliance at inception, prior to funding approval, whenever there is significant project change, and whenever in the course of project execution an issue potentially raises a compliance concern.

1. Requirements for Initial Treaty Compliance Review. To ensure compliance with DHS Directive 041-01, for each new biological and/or chemical defense-related effort (including paper and modeling studies) to be conducted under this Award, **the Recipient must submit the following documentation for compliance review and certification prior to funding approval:** a completed Treaty Compliance Form (TCF), which includes a Project Summary; a BWC Checklist; and/or a CWC Checklist.

2. Requirements for Ongoing Treaty Compliance Review. To ensure ongoing treaty compliance for approved biological and/or chemical defense-related efforts funded through this Award, **the Recipient must submit the following documentation for review and approval prior to any significant project change and/or whenever in the course of project execution an issue potentially raises a compliance concern:** an updated Treaty Compliance Form and an updated Statement of Work detailing the proposed modification. The proposed project modification must receive written approval from CAPO prior to initiation. Examples of project modifications include – but are not limited to—the addition of agents, a change in performer, modifications to the scope of work, and changes to the technical approach.

The Recipient should contact the Treaty Compliance Office (TCO) at [treatycompliance@hq.dhs.gov](mailto:treatycompliance@hq.dhs.gov) to obtain the TCF template, submit the completed Form, or request additional guidance regarding TCO documentation and review requirements, as applicable to (1) new biological and/or chemical defense-related efforts, or (2) modifications to previously approved efforts. The TCO will review all submitted materials and provide written confirmation of approval to initiate work to the Recipient once the treaty compliance certification process is complete. **The Recipient and any Recipient institution shall not initiate any new activities, or execute modifications to approved activities, until receipt of this written confirmation.**

#### **D. REGULATORY COMPLIANCE FOR BIOLOGICAL LABORATORY WORK**

The Recipient and any Recipient institution shall conduct all biological laboratory work in compliance with applicable federal regulations; the latest edition of the CDC/NIH Biosafety in Microbiological and Biomedical Laboratories; DHS Directive 066-02, Biosafety; and any local institutional policies that may apply for Recipient institution facilities performing work under this Award. The Regulatory Compliance Office (RCO) will review the submitted Treaty Compliance Form (TCF) for planned work under this Award to determine the applicability of the requirements outlined in this section. **The Recipient must contact the RCO at [STregulatorycompliance@hq.dhs.gov](mailto:STregulatorycompliance@hq.dhs.gov) for guidance on the requirements, and then submit all required documentation based on RCO guidance, prior to the initiation of any biological laboratory work under this Award.**

1. Requirements for All Biological Laboratory Work. Biological laboratory work includes laboratory activities involving: (1) recombinant DNA or 'rDNA'; (2) Biological Select Agents and Toxins or 'BSAT'; or (3) biological agents, toxins, or other biological materials that are non-rDNA and non-BSAT. **Each Recipient and any Recipient institution to be conducting biological laboratory work under this Award must submit copies of the following documentation, as required by the RCO after review of the TCF(s), for review prior to the initiation of such work:**

- a. Research protocol(s), research or project plan(s), or other detailed description of the biological laboratory work to be conducted;
- b. Documentation of project-specific biosafety review for biological laboratory work subject to such review in accordance with institutional policy;
- c. Institutional or laboratory biosafety manual (may be a related plan or program manual) for each facility/laboratory to be involved in the biological laboratory work;

- d. Biosafety training program description (should be provided as available in existing policies, plans, and/or manuals for all relevant facilities/laboratories where work is conducted);
- e. Documentation of the most recent safety/biosafety inspection(s) for each facility/laboratory where the biological laboratory work will be conducted;
- f. Exposure Control Plan, as applicable;
- g. Documentation from the most recent Occupational Safety and Health Administration (OSHA) or State Occupational Safety and Health Agency inspection report; a copy of the OSHA Form 300 Summary of Work Related Injuries and Illnesses or equivalent, for the most recent calendar year; and documentation of any OSHA citations or notices of violation received in the past five years; and
- h. Documentation from the most recent U.S. Department of Transportation (DOT) inspection report; and documentation of any DOT citations or notices of violation received in the past five years.

2. Requirements for Research Involving Recombinant DNA (rDNA). Laboratory activities involving rDNA research are defined by the NIH Guidelines for Research Involving Recombinant DNA Molecules, "NIH Guidelines". Each Recipient and any Recipient institution shall conduct all rDNA work in compliance with the NIH Guidelines. In addition to the documentation referenced in Section B.1 above, **each facility conducting research activities involving rDNA under this Award must submit copies of the following documentation to the RCO for review prior to the initiation of such activities:**

- a. Institutional Biosafety Committee (IBC) Charter, and/or other available documentation of IBC policies and procedures;
- b. Most recent Office of Biotechnology Activities (OBA) acknowledgement letter of the annual IBC Report;
- c. IBC-approved rDNA research protocol(s); and
- d. Documentation of final IBC approval for each rDNA research protocol and all subsequent renewals and amendments as they occur.

3. Requirements for Activities Involving Biological Select Agents and Toxins (BSAT). **Planned activities involving the possession transfer, and/or use of BSAT must be reviewed by the RCO prior to initiation.** This requirement also applies to activities involving select toxins that fall below the Permissible Toxin Limits, both at facilities registered with the National Select Agent Program and at unregistered facilities. Each Recipient and any Recipient institution shall conduct all BSAT work in compliance with all applicable regulations, including 42 CFR § 73, 7 CFR § 331, and 9 CFR § 121, related entity- and laboratory-specific policies and procedures, and DHS Directive 026-03, *Select Agent and Toxin Security*. **In addition to the documentation referenced in Section B.1 above, each facility conducting activities involving BSAT under this Award must submit copies of the following documentation to the RCO for review prior to the initiation of such activities:**

- a. Current APHIS/CDC Certificate of Registration;
- b. Most recent APHIS/CDC inspection report(s), response(s), and attachment(s);
- c. Current versions of the Biosafety, Security, and Incident Response Plans required and reviewed under the Select Agent Regulations; and

d. Documentation of the most recent annual BSAT facility inspection, as required of the Responsible Official under the Select Agent Regulations.

The Recipient should contact the CAPO at [STregulatorycompliance@hq.dhs.gov](mailto:STregulatorycompliance@hq.dhs.gov) to obtain the RCO Documentation Request Checklist, submit documentation, or request more information regarding the DHS RCO documentation and compliance review requirements. The CAPO will provide written confirmation of receipt of all required documentation to the designated Point(s) of Contact. The CAPO will evaluate the submitted materials, along with available documentation from any previous reviews for related work at the Recipient and Recipient institution. Additional documentation may be required in some cases and must be submitted upon request. The CAPO will review all submitted materials and provide written confirmation to the Recipient once all requirements have been met.

CAPO review of submitted materials may determine the need for further compliance review requirements, which may include documentation-based and on-site components. The Recipient, and any Recipient institutions conducting biological laboratory work under this Award, must also comply with ongoing CAPO compliance assurance and review requirements, which may include but are not limited to initial and periodic documentation requests, program reviews, site visits, and facility inspections.

The Recipient must promptly report the following to the CAPO, along with any corrective actions taken: (1) any serious or continuing biosafety or BSAT program issues as identified by the APHIS/CDC National Select Agent Program, other compliance oversight authorities, or institutional-level reviews (e.g., IBC or equivalent, laboratory safety/biosafety inspections); (2) any suspension or revocation of the APHIS/CDC Certificate of Registration; and (3) any for-cause suspension or termination of biological, rDNA, or BSAT activities at the laboratories/facilities where DHS-sponsored work is conducted.

Foreign Contractors/Collaborators and U.S. Institutions with Foreign Subcomponents. Foreign organizations (including direct Contractors, Subcontractors, Grant Recipients, Sub-recipients, and subcomponents or collaborating partners to U.S. Recipients) are subject to applicable DHS requirements for biological laboratory activities. All entities involved in activities under this Award must comply with applicable national and regional/local regulations, and standards and guidelines equivalent to those described for U.S. institutions (e.g., BMBL and NIH Guidelines). The Recipient must provide CAPO documentation sufficient to illustrate this compliance. The CAPO will evaluate compliance measures for these institutions on a case-by-case basis. The Recipient must not initiate work nor provide funds for the conduct of biological laboratory work under this Award without CAPO's formal written approval.

## E. RESEARCH INVOLVING ANIMALS

The Recipient and any Recipient institution shall conduct all research involving animals under this Award in compliance with the requirements set forth in the Animal Welfare Act of 1966 (P.L. 89-544), as amended, and the associated regulations in 9 C.F.R., Chapter 1, Subchapter A; the Public Health Service (PHS) Policy on Humane Care and Use of Laboratory Animals (which adopts the “U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training”, 50 FR 20864, May 20, 1985); the National Research Council (NRC) Guide for the Care and Use of Laboratory Animals; the Federation of Animal Science Societies (FASS) Guide for the Care and Use of Agricultural Animals in Agricultural Research and Teaching; and any additional requirements set forth in the DHS Directive for the Care and Use of Animals in Research (026-01). Each Recipient and any Recipient institution planning to perform research involving animals under this Award must comply with the requirements and submit the documentation outlined in this section.

1. Requirements for Initial Review of Research Involving Animals. Research Involving Animals includes any research, experimentation, biological testing, and other related activities involving live, vertebrate animals, including any training for such activities. Each facility conducting research involving animals under this Award must submit copies of the following documentation to the CAPO for review prior to the initiation of such research:

- a. Institutional Animal Care and Use Committee (IACUC)-approved animal research protocol(s), including documentation of IACUC approval, any protocol amendments, and related approval notifications;
- b. Public Health Service (PHS) Animal Welfare Assurance, including any programmatic amendments, and the most recent NIH Office of Laboratory Animal Welfare (OLAW) approval letter for each Recipient and Recipient institution; OR DHS Animal Welfare Assurance, if the Recipient is not funded by the PHS and does not have a PHS Assurance on file with OLAW. Any affiliated IACUCs must be
- c. Most recent IACUC semiannual program review and facility inspection reports covering all relevant facilities/laboratories involved in DHS-funded work; and
- d. Most recent Association for Assessment and Accreditation of Laboratory Animal Care (AAALAC) inspection report(s) for AAALAC-accredited institution(s) housing and/or performing work involving animals under this Award.

All documentation, as well as any questions or concerns regarding the requirements referenced above, should be submitted to the CAPO at [STregulatorycompliance@hq.dhs.gov](mailto:STregulatorycompliance@hq.dhs.gov). Additional documentation may be required in some cases and must be submitted upon request. The CAPO will review all submitted materials and provide written confirmation to the Recipient once all documentation requirements have been met. Upon receipt of this written confirmation, the Recipient may initiate approved animal research projects under this Award, but must address any potential compliance issues or concerns identified by the CAPO. Research involving the use of nonhuman primates or international collaborations involving animal research will require more extensive review prior to approval, and must not begin under this Award without first obtaining a formal certification letter from the CAPO.

The Recipient, as well as any Recipient institution and partner institutions conducting animal research under this Award, shall also comply with ongoing CAPO compliance assurance functions, which may include but are not limited to periodic site visits, program reviews, and facility inspections.

## 2. Requirements for Ongoing Review of Research Involving Animals. For ongoing animal research

The Recipient must promptly report the following to the CAPO, along with any corrective actions taken: (1) any serious or continuing noncompliance with animal care and use regulations and policies adopted by DHS (as referenced above); (2) any change in AAALAC accreditation status; (3) any USDA Notice of Violation; and (4) IACUC suspension of any animal research activity conducted under this Award.

Foreign Contractors/Collaborators and U.S. Institutions with Foreign Subcomponents. Foreign organizations (including direct Contractors, Subcontractors, Grant Recipients, Sub-recipients, and subcomponents or collaborating partners to U.S. Recipients) are subject to all DHS requirements for work involving animals. All entities involved in activities under this Award must comply with applicable national and regional/local regulations, and standards and guidelines equivalent to those described for U.S. institutions (e.g., Title 9, C.F.R, Chapter 1, Subchapter A; Public Health Service Policy on Humane Care and Use of Laboratory Animals; the Guide for the Care and Use of Laboratory Animals; and the Guide for the Care and Use of Agricultural Animals in Agricultural Research and Teaching). The Recipient must provide CAPO documentation sufficient to illustrate this compliance. The CAPO will evaluate compliance measures for these institutions on a case-by-case basis to determine their sufficiency. The Recipient must not initiate nor provide funds for the conduct of work involving animals at foreign institutions under this Award without formal written approval from the CAPO.

## **F. REGULATORY REQUIREMENTS FOR LIFE SCIENCES DUAL USE RESEARCH OF CONCERN (DURC)**

The Recipient and any Recipient institutions shall conduct all research involving agents and toxins identified in sections III.1 and 6.2.1 of the USG Policy for Oversight of Dual Use Research of Concern and USG Policy for the Institutional Oversight of Dual Use Research of Concern, respectively, in accordance with both policies referenced above and in accordance with any additional requirements set forth in related DHS policies and instructions. Each Recipient and any Recipient institutions planning to perform

### 1. Requirements for Research Using DURC Agents and Toxins.

To ensure compliance with the USG DURC Policies, each facility conducting research involving the agents and toxins identified in sections III.1 and 6.2.1 of the USG DURC Policies under this Award must submit the following documentation for compliance review by CAPO prior to the initiation of such activities.

- a. Institutional Review Entity (IRE) charter, and/or other available documentation of IRE policies and procedures, to include the contact information for the Institutional Contact for DURC (ICDUR);
- b. Institution's project-specific risk mitigation plan, as applicable;
- c. DURC training or education program description;

- d. Formal annual assurance of compliance with the USG Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern;
- e. A completed iDURC form and a Statement of Work.

G. Required Notifications to DHS:

- a. Within 30 calendar days of initial and periodic reviews of institutional review of research with DURC potential, notify CAPO of the results, including whether the research does or does not meet the DURC definition.

H. Flowdown Requirements: The Recipient shall include the substance of this section in all sub-awards/contracts at any tier where the sub-Recipient is performing work with agents or toxins identified in sections III.1 of the USG Policy for Oversight of Dual Use Research of Concern and 6.2.1 of the USG Policy for the Institutional Oversight of Dual Use Research of Concern.

The Recipient should contact CAPO at [STregulatorycompliance@hq.dhs.gov](mailto:STregulatorycompliance@hq.dhs.gov) to submit documentation or In order to meet the reporting requirements set forth in section IV.2 of the 2012 USG Policy for Oversight of Life Sciences Dual Use Research of Concern (the biannual DURC Data Call), the Recipient and any Recipient institution shall submit documentation regarding all active, planned or recently completed (within twelve months of the submission) unclassified intramural or extramural activities on Federally-funded or conducted life science research projects biannually on the first Monday in May and November.

The Recipient should contact CAPO at [STregulatorycompliance@hq.dhs.gov](mailto:STregulatorycompliance@hq.dhs.gov) to submit documentation. Documentation should include an update on all listed activities, including status, all agents or toxins incorporated by strain or surrogate name, performers, contract information, and sites of activities. Documentation should also include any changes to existing or completed projects since the most recent submission, including—but not limited to—the addition of agents, a change in performer, modifications to the scope of work, and/or changes to the technical approach. A supplemental report detailing all work involving low pathogenic avian influenza virus H7N9 (LPAI H7N9) and Middle East Respiratory Syndrome Coronavirus (MERS-CoV).

Foreign Contractors/Collaborators and U.S. Institutions with Foreign Subcomponents. Foreign organizations (including direct Contractors, Subcontractors, Grant Recipients, Sub-recipients, and subcomponents or collaborating partners to U.S. Recipients) are subject to the iDURC policy. The Recipient must provide CAPO documentation sufficient to illustrate this compliance. CAPO will evaluate compliance measures for these institutions on a case-by-case basis. The Recipient must not initiate work nor provide funds for the conduct of biological laboratory work under this Award without CAPO's formal written approval.



## G. REGULATORY REQUIREMENTS FOR RESEARCH INVOLVING HUMAN SUBJECTS

The Recipient and any Recipient institutions shall conduct all Research Involving Human Subjects in compliance with the requirements set forth in 45 C.F.R. § 46, Subparts A-D, DHS Directive 026-04, Protection of Human Subjects, and any related DHS policies and instructions prior to initiating any work with human subjects under this Award. Each Recipient and any Recipient institutions planning to perform research involving human subjects under this Award must submit the documentation outlined in this section for CAPO review.

1. Requirements for Research Involving Human Subjects. Each facility conducting work involving human subjects under this Award is required to have a project-specific Certification of Compliance letter issued by the CAPO. Each Recipient must submit the following documentation to the CAPO for compliance review and certification prior to initiating research involving human subjects under this Award:

- a. Research protocol, as approved by an Institutional Review Board (IRB), for any human subjects research work to be conducted under this Award;
- b. IRB approval letter or notification of exemption (see additional information below on exemption determinations), for any human subjects research work to be conducted under this Award;
- c. IRB-approved informed consent document(s) (templates) or IRB waiver of informed consent for projects involving human subjects research under this Award; and
- d. Federal-wide Assurance (FWA) number from the HHS Office for Human Research Protections (OHRP), or documentation of other relevant assurance, for all Recipient institutions (including Sub-recipients) involved in human subjects research under this Award.

2. Exemptions for Research Involving Human Subjects. Exemption determinations for human subject research to be conducted under this Award should only be made by authorized representatives of (1) an OHRP-registered IRB, or equivalent, or (2) the CAPO. Exemption determinations made by an OHRP-registered IRB, or equivalent, should be submitted to the CAPO for review and record-keeping. Program managers, principal investigators, research staff, and other DHS or institutional personnel should not independently make exemption determinations in the absence of an IRB or CAPO review. DHS program managers (or institutions conducting human subjects' research under this Award) seeking an exemption determination from the CAPO should submit a request to [STregulatorycompliance@hq.dhs.gov](mailto:STregulatorycompliance@hq.dhs.gov) that includes the following:

- a. Research protocol or detailed description of planned activities to be conducted under this Award.
- b. Identification of the exemption category that applies to the project(s) to be conducted under this Award and explanation of why the proposed research meets the requirements for that category of

All documentation, as well as any questions or concerns regarding the requirements referenced above, should be submitted to the CAPO at STregulatorycompliance@hq.dhs.gov. The submitted documentation will be retained by the CAPO and used to conduct a regulatory compliance assessment. Additional documentation may be required in some cases to complete this assessment. The Recipient must provide this documentation upon request, and address in writing any compliance issues or concerns raised by the CAPO before a certification letter is issued and participant enrollment can begin under this Award. The CAPO will review all submitted materials and provide written confirmation to the Recipient once all documentation requirements have been met.

The Recipient and any Recipient institution shall submit updated documentation regarding ongoing research involving human subjects, as available and **prior to the expiration of previous approvals**. Such documentation includes protocol modifications, IRB renewals for ongoing research protocols (“Continuing Reviews”), and notifications of study completion.

**The Recipient must promptly report the following to the CAPO, along with any corrective actions taken:** (1) any serious or continuing noncompliance with human subjects research regulations and policies adopted by DHS (as referenced above); and (2) suspension, termination, or revocation of IRB approval of any human subjects research activities conducted under this Award.

Foreign Contractors/Collaborators and U.S. Institutions with Foreign Subcomponents. Foreign organizations (including direct Contractors, Subcontractors, Grant Recipients, Sub-recipients, and subcomponents or collaborating partners to U.S. Recipients) are subject to all DHS and CAPO requirements for research involving human subjects. All entities involved in activities under this Award must comply with applicable national and regional/local regulations, and standards and guidelines equivalent to those described for U.S. institutions (e.g., 45 C.F.R. § 46, including all Subparts, as relevant). The CAPO will evaluate compliance measures for these institutions on a case-by-case basis to determine their sufficiency. The Recipient must not initiate nor provide funds for the conduct of work involving human subjects at foreign institutions under this Contract without formal written approval from the CAPO.

## H. COMPLIANCE WITH U.S. EXPORT CONTROLS

Activities performed by the Recipient and any Recipient institution under this Award may or may not be subject to U.S. export control regulations. The Recipient and any Recipient institution shall conduct all such activities, to include any and all DHS-funded research and development, acquisitions, and collaborations in full compliance with U.S. export controls—to include the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and the Office of Foreign Assets Control (OFAC) Regulations. The Recipient and any Recipient institution will ensure that all legal requirements for compliance with U.S. export controls are met prior to transferring commodities, technologies, technical data, or other controlled information to a non-U.S. person or entity. Upon DHS request, the Recipient and any Recipient institution must provide to CAPO documentation and any other information necessary to determine satisfaction of this requirement.

All documentation, as well as any questions or concerns regarding export controls, should be submitted to the CAPO at [exportcontrols@hq.dhs.gov](mailto:exportcontrols@hq.dhs.gov).

## **I. CONTROLLED UNCLASSIFIED INFORMATION**

The parties understand that information and materials provided pursuant to or resulting from this Award may be export controlled, sensitive, for official use only, or otherwise protected by law, executive order or regulation. The Recipient is responsible for compliance with all applicable laws and regulations. Nothing in this Award shall be construed to permit any disclosure in violation of those restrictions.

## **J. PATENT RIGHTS AND DATA RIGHTS**

### Patent rights.

The Recipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements." The clause at 37 CFR 401.14 is incorporated by reference herein. All reports of subject inventions made under this Award should be submitted to DHS using the Interagency Edison system website at <http://@hq.dhs.gov>.

### Data rights.

1. General Requirements. The Recipient grants the Government a royalty free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in:
  - a. Any data that is first produced under this Award and provided to the Government;
  - b. Any data owned by third parties that is incorporated in data provided to the Government under this Award; or
  - c. Any data requested in paragraph 2 below, if incorporated in the Award."Data" means recorded information, regardless of form or the media on which it may be recorded.

2. Additional requirement for this Award.

- a. Requirement: If the Government believes that it needs additional research data that was produced under this Award, the Government may request the research data and the Recipient agrees to provide the research data within a reasonable time.
- b. Applicability: The requirement in paragraph 2.a of this section applies to any research data that are:
  - i. Produced under this Award, either as a Recipient or sub-recipient;
  - ii. Used by the Government in developing an agency action that has the force and effect of law; and
  - iii. Published, which occurs either when:
    - 1) The research data is published in a peer-reviewed scientific or technical journal; or

2) DHS publicly and officially cites the research data in support of an agency action that has the force and effect of law

c. Definition of “research data:” For the purposes of this section, “research data:”

i. Means the recorded factual material (excluding physical objects, such as laboratory samples) commonly accepted in the scientific community as necessary to validate research findings.

ii. Excludes:

- 1) Preliminary analyses;
- 2) Drafts of scientific papers;
- 3) Plans for future research;
- 4) Peer reviews;
- 5) Communications with colleagues;
- 6) Trade secrets;
- 7) Commercial information;

similar information which is protected under law; and

9) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

d. Requirements for sub-awards: The Recipient agrees to include in any sub-award made under this Agreement the requirements of this award term (Patent Rights and Data Rights) and the **DHS Standard Terms and Conditions** award term (Copyright).

## K. PROGRAM INCOME

Post-award program income:

In the event program income becomes available to the recipient post-award, it is the recipient’s responsibility to notify the DHS Grants Officer to explain how that development occurred, as part of their request for guidance and/or approval. The Grant Officer will review approval requests for program income on a case-by-case basis; approval is not automatic. Consistent with the policy and processes outlined in §200.307, pertinent guidance and options, as determined by the type of recipient and circumstances involved, may be approved by the Grant Officer.

If approval is granted, an award modification will be issued with an explanatory note in the remarks

## L. PUBLICATIONS

1. All publications produced as a result of this funding which are submitted for publication in any magazine, journal, or trade paper shall carry the following:

a. Acknowledgement. “This material is based upon work supported by the U.S. Department of Homeland Security under Grant Award Number, {insert Award Number as outlined in Item #4 on Notice of Award cover page}.”

b. Disclaimer. “The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security.”

Recipient agrees to include in any sub-award made under this Agreement the requirements of this award term (Publications).

2. Enhancing Public Access to Publications. “DHS Policy explicitly recognizes and upholds the principles of copyright. Authors and journals can continue to assert copyright in DHS-funded scientific publications, in accordance with current practice. The policy encourages authors to exercise their right to give DHS a copy of their final manuscript or software before publication. While individual copyright arrangements can take many forms, DHS encourages investigators to sign agreements that specifically allow the manuscript or software to be deposited with DHS for public posting or use after journal publication. Institutions and investigators may wish to develop particular contract terms in consultation with their own legal counsel, as appropriate. But, as an example, the kind of language that an author or institution might add to a copyright agreement includes the following: “Journal (or Software recipient) acknowledges that the Author retains the right to provide a final copy of the final manuscript or software application to DHS upon acceptance for Journal publication or thereafter, for public access purposes through DHS’s websites or for public archiving purposes.”

## **M. SITE VISITS**

The DHS, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the DHS on the premises of the Recipient, or a contractor under this Award, the Recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

## **N. TERMINATION**

Either the Recipient or the DHS may terminate this Award by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of the termination. All notices are to be transmitted to the DHS Grants Officer via registered or certified mail, return receipt requested. The Recipient’s authority to incur new costs will be terminated upon arrival of the date of receipt of the letter or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Closeout of this Award will be commenced and processed pursuant to 2 CFR §200.339.

## **O. TRAVEL**

Travel required in the performance of the duties approved in this Award must comply with 2 CFR § 200.474.

**Foreign travel must be approved by DHS in advance and in writing.** Requests for foreign travel identifying the traveler, the purpose, the destination, and the estimated travel costs must be submitted to the DHS Grants Officer sixty (60) days prior to the commencement of travel.

## **P. CLASSIFIED SECURITY CONDITION**

1. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
2. No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient itself has not been approved for and has access to such information.
3. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.
4. Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "*Standard Operating Procedures, Classified Contracting by State and Local Entities*," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the *National Industrial Security Program Operating Manual* (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
5. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, sub-award, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Telephone: 202-447-5346

Email: [DD254AdministrativeSecurity@dhs.Gov](mailto:DD254AdministrativeSecurity@dhs.Gov)

Mail: Department of Homeland Security  
Office of the Chief Security Officer  
ATTN: ASD/Industrial Security Program Branch  
Washington, D.C. 20528

## **Q. GOVERNING PROVISIONS**

The following are incorporated into this Award by this reference:

|                   |   |
|-------------------|---|
| 31 C.F.R. 205     | Rules and Procedures for Funds Transfers  |
| 2 C.F.R. Part 200 | Uniform Administrative Requirement, Cost Principles, and<br>Audit Requirements for Federal Awards |
| Application       | Grant Application and Assurances dated 10/21/2019   |

## **R. ORDER OF PRECEDENCE**

1. 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
2. The terms and conditions of this Award
3. The Funding Opportunity, DHS-ST-19-106-STC-0001, Securing the Cities Program
4. Application and Assurances dated 10/21/2019, as revised 12/16/2019

President, District 10  
BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689  
Tel. No. 554-6516  
Fax No. 554-7674  
TDD/TTY No. 554-6546

**Shamann Walton**

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**PRESIDENTIAL ACTION**

Date: July 7, 2021

To: Angela Calvillo, Clerk of the Board of Supervisors

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Madam Clerk,

Pursuant to Board Rules, I am hereby:

- Waiving 30-Day Rule (Board Rule No. 3.23)

File No. \_\_\_\_\_

\_\_\_\_\_  
(Primary Sponsor)

Title. \_\_\_\_\_

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- Transferring (Board Rule No 3.3)

File No. \_\_\_\_\_

\_\_\_\_\_  
(Primary Sponsor)

Title. \_\_\_\_\_

See the attached two trailing pages for a list of transferring files.

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From: Government Audit & Oversight Committee

To: Budget & Finance Committee

- Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: \_\_\_\_\_ Replacing Supervisor: \_\_\_\_\_

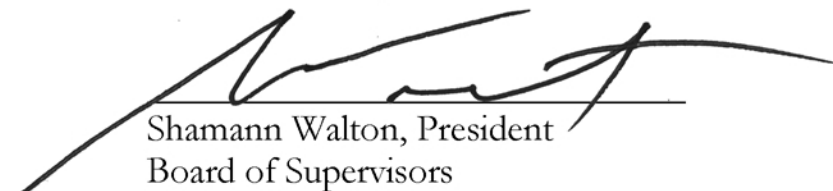
For: \_\_\_\_\_ Meeting

(Date)

(Committee)

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Temporary Assignment:  Partial  Full Meeting

  
\_\_\_\_\_  
Shamann Walton, President  
Board of Supervisors



210534 - Administrative Code and Amending Ordinance No. 49-17 - Deferring Payments to and Use of the 180 Jones Affordable Housing Fund

210635 - Lease Amendment No. 2 - Stellar Partners, Inc. - Boarding Area F Specialty Store Lease No. 12-0086 - Term Extension

210607 - Accept and Expend Grant - Retroactive - University of California San Francisco - Construction Community Outreach Program - \$136,000

210608 - Accept and Expend Grant - Retroactive - Development of Commerce - CARES Act Recovery Assistance Revolving Loan Fund - \$550,000

210675 - Lease Agreement - Genesco Partners Joint Ventures #11 - Harvey Milk Terminal 1 Retail Concession - \$365,000 Minimum Annual Guarantee

210676 - Lease Agreement - Culinary Heights Hospitality - Harvey Milk Terminal 1 Food and Beverage Concession Leases in Phases 3 and 4 - Lease 13, Lease No. 20-0043 - \$385,000 Minimum Annual Guarantee

210679 - Accept and Expend Grant - Retroactive - California Governor's Office of Emergency Services - Paul Coverdell Forensic Science Improvement Program - \$61,437

210680 - Accept and Expend Grant - Retroactive - United States Homeland Security - California Office of Emergency Services - Bay Area Urban Areas Security Initiative - \$33,012,500

210681 - Accept and Expend Grant - Retroactive - United States Homeland Security - Securing the Cities Program - FY2020 - \$3,065,800

210682 - Accept and Expend Grant - Retroactive - California Governor's Office of Emergency Services - FY2020 Community Power Resiliency Grant Program - \$189,005

210683 - Accept and Expend Grant - Retroactive - Health Resources and Services Administration - Ending the Human Immunodeficiency Virus Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B - \$2,667,000

210685 - Accept and Expend Grant - Retroactive - California Governor's Office of Emergency Services - Public Safety Power Shutoff Resiliency Allocation Program - FY2019 - \$378,010

210693 - Accept and Expend Grant - Retroactive - Health Resources and Services Administration - Ending the Human Immunodeficiency Virus Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B - \$2,667,000

210713 - Professional Services Agreement Amendment - Calpine Energy Solutions, LLC - Community Choice Aggregation Program - Not to Exceed \$32,645,425

210721 - Apply for Grants - FY2021, FY2022, and FY2023 Emergency Preparedness Grants

210735 - Lease Extension Modification - 2011 Lease and Use Agreement - TACA International Airlines, S.A. - Estimated Rent \$4,301,668

210736 - Lease Agreement - ProperFood SFO Airport, LLC - Harvey Milk Terminal 1 Food and Beverage Concession Lease in Phases 3 and 4 - Lease 10, Lease No. 20-0041 - \$275,000 Minimum Annual Guarantee

210737 - Real Property Lease Amendment - Townsend Associates, LLC - 650-5th Street - \$159,200 Annual Base Rent

- 210738 - Real Property Lease Extension - Mattison Family Trust - 555-575 Polk Street - \$500,364 Annual Base Rent
- 210740 - Health Service System Plans and Contribution Rates - Calendar Year 2022
- 210742 - Accept and Expend Grant - Retroactive - John D. and Catherine T. MacArthur Foundation - Safety and Justice Challenge - Amendment to the Annual Salary Ordinance for FYs 2020-2021 and 2021-2022 - \$2,000,000
- 210743 - Accept and Expend Grant - Retroactive - U.S. Department of Justice - Justice Reinvestment Initiative - Amendment to Annual Salary Ordinance - FYs 2020-2021 and 2021-2022 - \$1,000,000
- 210763 - Loan Agreement - 2550 Irving Associates, L.P. - 100% Affordable Housing at 2550 Irving Street - Not to Exceed \$14,277,516
- 210764 - Loan Agreement - Ambassador Ritz Four Percent, L.P. - 55 Mason Street and 216 Eddy Street - Not to Exceed \$44,465,000
- 210765 - Multifamily Housing Revenue Note - Ambassador Ritz Four Percent L.P. - 55 Mason Street and 216 Eddy Street - Not to Exceed \$56,039,857
- 210766 - Multifamily Housing Revenue Bonds - 151 and 351 Friedell Street (Hunters Point Shipyard Phase 1 Blocks 52 and 54) - Not to Exceed \$63,000,000
- 210767 - Multifamily Housing Revenue Bonds - 1500 Block of Sunnysdale Avenue (Sunnysdale HOPE SF Block 3B) - Not to Exceed \$58,750,000
- 210768 - Apply for, Accept, and Expend Grant - Retroactive - U.S. Department of Housing and Urban Development - Community Development Block Grant Program (CDBG) - \$24,737,307 - FY2021-2022
- 210769 - Apply for, Accept, and Expend Grant - Retroactive - U.S. Department of Housing and Urban Development - Emergency Solutions Grants (ESG) Program - \$1,590,749 - FY2021-2022
- 210770 - Apply for, Accept, and Expend Grant - Retroactive - U.S. Department of Housing and Urban Development - HOME Investment Partnership Program - \$5,261,731 - FY2021-2022
- 210771 - Apply for, Accept, and Expend Grant - Retroactive - U.S. Department of Housing and Urban Development - Housing Opportunities for Persons with AIDS (HOPWA) Program - \$12,977,602 - FY2021-2022
- 210774 - Real Property Lease Extension - BC Capp, LLC - Homeless Resource Center - 165 Capp Street - \$270,685 Annual Base Rent
- 210775 - Lease of Real Property - SFSPE TG, LLC, SFSPE T1, LLC, SFSPE MH, LLC and SFSPE OBI LLC - 1360 Mission Street - \$644,404 Annual Base Rent - Up to \$200,000 in Tenant Improvements

**From:** [Peacock, Rebecca \(MYR\)](#)  
**To:** [BOS Legislation, \(BOS\)](#)  
**Cc:** [Kittler, Sophia \(MYR\)](#); [Bangcaya, Matthew \(MYR\)](#); [Landers, Mary \(DEM\)](#); [Wang, Emily \(DEM\)](#)  
**Subject:** Mayor -- [Resolution] -- [Accept and Expend Grant – Retroactive – FY2020 Securing the Cities Grant Program - \$3,065,800]  
**Date:** Tuesday, June 8, 2021 4:48:48 PM  
**Attachments:** [A&E DEM Securing the Cities.zip](#)

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Attached for introduction to the Board of Supervisors is a **resolution retroactively authorizing the Department of Emergency Management (DEM), on behalf of the City and County San Francisco, as the primary grantee of Homeland Security Grant funds for the Bay Area Urban Areas Security Initiative (UASI) and as the fiscal agent for the UASI Approval Authority, to retroactively accept and expend an increase to FY2020 Securing the Cities (STC) Program grant funds in the amount of \$1,065,800 for a total of \$3,065,800 from the U.S. Department of Homeland Security (DHS) for the period March 9, 2021 through October 30, 2021.**

Please let me know if you have any questions.

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**Rebecca Peacock** ([they/them](#))  
(415) 554-6982 | [Rebecca.Peacock@sfgov.org](mailto:Rebecca.Peacock@sfgov.org)  
Office of Mayor London N. Breed  
City & County of San Francisco