File No	110911	_ Committee Item No 3	
		Board Item No.	_
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### **COMMITTEE/BOARD OF SUPERVISORS**

AGENDA PACKET CONTENTS LIST

Date	9/15/11
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[Accept and Expend Grant - FY2010 Port Security Grant Program - Rapid Response Vessel and Regional Marine Training - \$645,125]

Resolution authorizing the San Francisco Fire Department to accept and expend a grant in the amount of \$645,125 from the Federal Emergency Management Agency for FY2010 Port Security Grant Program for assets to enhance the Fire Department's water-based response capabilities and increase its protection of the Port of San Francisco and the San Francisco Bay.

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

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

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

WHEREAS, The SFFD applied for two different marine-based projects from the Fiscal Year 2010 Port Security Grant Program (PSGP) and was awarded grant funds from the Federal Emergency Management Agency (FEMA) for an all-hazards rapid response vessel and maritime security training; and,

WHEREAS, the total amount of grant funds awarded to the SFFD for the completion of these projects is \$645,125; and,

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

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WHEREAS, The grant expires September 30, 2013; and,

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

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

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

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

RESOLVED, That the Board of Supervisors authorizes the SFFD to accept and expend grant funds in the amount of \$645,125 from FEMA; and, be it

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

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

Recommended:

Joar(ne M. Hayes-White

Chief of Department

Approved:

Approved:

# SAN FRANCISCO FIRE DEPARTMENT

TO: Angela Calvillo, Clerk of the Board of Supervisors				
FROM:	Mark Corso, Finance, San Francisco Fire Department			
DATE:	July 22, 2011			
SUBJECT:	Accept and Expend Ordinance for Grant			
GRANT TITLE:	Port Security Grant Program FY2010			
Attached please fi	nd the original and 4 copies of each of the following:			
X Proposed grain	nt ordinance; original signed by Department, Mayor, Controller			
X Grant informat	ion form, including disability checklist			
X Grant budget				
X Grant applicati	on			
X Letter of Intent	or grant award letter from funding agency			
	): San Francisco Fire Commission Resolution requesting oard of Supervisors			
Special Timeline	Requirements: N/A			
Departmental rep	presentative to receive a copy of the adopted ordinance:			
Name: Mar	k Corso Phone: 558-3417			

No 🖂

Interoffice Mail Address: 698 Second Street, San Francisco 94107

Certified copy required Yes

(Provided by Clerk of Board of Supervisors)
Grant Ordinance Information Form
(Effective May 2011)
Purpose: Accompanies proposed Board of Supervisors ordinances authorizing a Department to accept and expend grant funds.
The following describes the grant referred to in the accompanying ordinance:
1. Grant Title: Port Security Grant Program FY 2010
2. Department: Fire Department
3. Contact Person: Mark Corso Telephone: 558-3417
4. Grant Approval Status (check one):
[ X] Approved by funding agency [ ] Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$ 645,125
6a. Matching Funds Required: \$ none b. Source(s) of matching funds (if applicable): n/a
7a. Grant Source Agency: Federal Emergency Management Agency b. Grant Pass-Through Agency (if applicable): Marine Exchange of the San Francisco Bay Region
B. Proposed Grant Project Summary: Marine-based equipment enhancements
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: 10/1/2010 End-Date: 9/30/2015
10. Number of new positions created and funded: 0
11. Explain the disposition of employees once the grant ends? n/a
12a. Amount budgeted for contractual services: \$0
b. Will contractual services be put out to bid? n/a
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE requirements? n/a
d. Is this likely to be a one-time or ongoing request for contracting out? n/a
3a. Does the budget include indirect costs? [] Yes [X] No
b1. If yes, how much? \$ n/a

c2. If no indirect costs are included, what would have been th	e indirect costs? Employee Time
14. Any other significant grant requirements or comments: No	
**Disability Access Checklist***	
15. This Grant is intended for activities at (check all that apply):	
[ X] Existing Site(s) [ X] Existing Structure(s) [ ] Rehabilitated Site(s) [ ] Rehabilitated Structure(s) [ ] New Site(s) [ ] New Structure(s)	<ul><li>[X ] Existing Program(s) or Service(s)</li><li>[ ] New Program(s) or Service(s)</li></ul>
16. The Departmental ADA Coordinator or the Mayor's Office on concluded that the project as proposed will be in compliance with other Federal, State and local access laws and regulations and will disabilities, or will require unreasonable hardship exceptions, as	the Americans with Disabilities Act and all vill allow the full inclusion of persons with
Comments:	
Departmental ADA Coordinator or Mayor's Office of Disability Re	eviewer:
Jesusa Bushong (Name)	
Human Resources Director (Title)	
Date Reviewed: 722-11	(Signarure Required)
	(Signarque Requireu)
Overall Department Head or Designee Approval:	
Mark Corso (Name)	
Chief Financial Officer	
(Title)  Date Reviewed: 7/22/1	(Signature Required)

[] To maximize use of grant funds on direct services

b2. How was the amount calculated? n/a

c. If no, why are indirect costs not included?[X] Not allowed by granting agency[] Other (please explain):

### San Francisco Fire Department

### Grant Budget

Port Security Grant Program - FY2010

Grant Code: FCPSGP Port Security Grant Program (Fire)
Grant Detail: FY2010 Fiscal Year 2010

Budget:

<u>Description</u> Maritime Security Training	<u>Char</u> <u>Char Desc</u> 021 Training	:	<u>Amount</u> \$ 395,125	\$ 395,125 021
All Hazards CBRNE Vessel	060 Equipment		\$ 250,000	\$ 250,000 060
	Total:		\$ 645,125	\$ 645,125 Total

# FIRE COMMISSION

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

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



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

#### RESOLUTION 2011-02

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

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

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

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

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

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

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

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

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

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

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

Ayes:

4 (Evans, Lau, Nakajo, Hardeman)

Nays: 0

Monica Quattrin, Commission Secretary



### MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION

phone: (415) 441-6600 fax: (415) 441-1025 website: www.sfmx.org email: info@sfmx.org

January 19, 2011

Mr. Mark Kearney
San Francisco Fire Department
698 2<sup>nd</sup> Street
San Francisco CA 94107

RE:

PSGP FY 2010 – Grant Award #2010-PU-T0-K050

505 Beach Street, Suite 300

San Francisco, CA 94133-1131

SF Bay Region IJ Project #8 – San Francisco Fire Department – All Hazards CBRNE

Rapid Response Vessel

(Federal Match Value: \$250,000.00 USD)

Dear Mark:

I am pleased to inform you that your project submitted under the FEMA Port Security Grant Program, FY 2010 has received final approval and may begin immediately.

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

All projects must be completed and the grant closed out by September 30, 2015 . This date is inflexible. If you have any concerns about your ability to execute the required Sub-Grantee Agreement or to complete your project before the final termination date, please contact me immediately.

Again, congratulations. If you have any questions or concerns, please contact me via email at <a href="mailto:grants@sfmx.org">grants@sfmx.org</a> or by phone at 415.254.2213.

I look forward to working with you.

Sincerely,

Captain Lynn Korwatch

Executive Director

Marine Exchange of the San Francisco Bay Region

# SUB-GRANTEE AGREEMENT Between

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

And

#### THE SAN FRANCISCO FIRE DEPARTMENT

As SUB-GRANTEE (SG)

This SUB-GRANTEE AGREEMENT is made and entered into by and between the Marine Exchange of the San Francisco Bay Region (SFMX) and the City and County of San Francisco, a municipal corporation, acting by and through its San Francisco Fire Department, (Sub-Grantee organization).

WHEREAS, the SFMX has been appointed by the Federal Emergency Management Agency (FEMA) on behalf of the Department of Homeland Security (DHS), to act as the Fiduciary Agent (FA) for the administration and management of the Port Security Grant Program for FY-2007 (Supplemental), 2008, 2009 and 2010, and

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

WHEREAS, the Sub-Grantee will be planning, developing and executing their Project as defined by their Investment Justification (IJ) package as described in Attachment "A" of this Agreement. The IJ's have been submitted to the FA; validated by United States Coast Guard (USCG) Sector San Francisco and approved by FEMA for a sub-grant which is not to exceed U.S. \$250,000; and

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

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

ACCORDINGLY, the parties agree as follows:

- 1. Sub-Grantee agrees to implement this project within sixty (60) days following the effective date of the grant award or this Agreement may be subject to cancellation. Notice of grant award may be by electronic or other written means at the discretion of the Fiduciary Agent. Evidence of project implementation is to be reported within the first sixty (60) days, and may include, but is not limited to, schedule of values or project time line, notices to governing boards or agencies of project award, advice memorandum, written and/or electronic project communications, development and issue of solicitation announcements, contracting documents, and purchase orders or similar documents acceptable to the Fiduciary Agent as evidence of compliance.
- 2. Sub-Grantee shall comply with all federal statutes, regulations and guidance applicable to administration of the Port Security Grant Program including but not limited to
  - 2 C.F.R. subtitle A
  - 44 C.F.R. Part 13
  - Office of Management and Budget (OMB) Circulars, as applicable
  - A-21 Cost Principles for Educational Institutions
  - A-87 Cost Principles for State, Local and Indian Tribal Governments
  - A-122 Cost Principles for Non-Profit Organizations
  - A-102 Uniform Administrative Requirements for Grants and Agreements with State and Local Governments
  - A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
  - 48 C.F.R. Part 31 et. seq. Contract Cost Principles and Procedures.

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

- 3. The Sub-Grantee has demonstrated that the federal procurement guidelines can be satisfied by the procurement and purchasing policies and procedures guidelines established by the City and County of San Francisco. Therefore, the San Francisco Marine Exchange waives all requirements set forth in the "SFMX PSGP Procurement and Purchasing Policies and Procedures Manual", as evidenced by the letter from the Marine Exchange to the San Francisco Fire Department as Appendix B attached to this Agreement.
- 4. Upon receiving the invoices, the FA shall be authorized to review Sub-Grantee's request for reimbursement. The FA will also be authorized to request additional information or clarification from Sub-Grantee. Such a response shall not be unreasonably withheld by Sub-Grantee, but in no case shall the FA be compelled to pay said invoices until the requested clarifications are made or additional information is received, accepted and approved by the FA.
- 5. For the purposes of meeting federal audit requirements, Sub-Grantee agrees to comply with requirements of OMB Circular A-133 for States, Local Governments and Non-Profits.

- 6. Sub-Grantee agrees to submit, at such times and in such form as the FA may request, activity reports on the Sub-Award and the Project. Sub-Grantee shall submit quarterly operational summaries and financial reports no later than the 15<sup>th</sup> day of January, April, July and October; and the Semi-Annual Progress Reports by the 15<sup>th</sup> of January and July during each year this Agreement. The final progress report must be filed with the FA within thirty (30) days after the termination of the last year of the Federal Award. The FA must receive the final progress report prior to the final cost report being paid.
- 7. No contract or agreement may be entered into by Sub-Grantee for execution of Project activities or provision of services to the Project that are not incorporated in the approved application other than purchase of supplies or standard commercial or maintenance services. All contracts and agreements shall provide that Sub-Grantee shall retain ultimate control and responsibility for the proper execution of the Project and that these Contract conditions as detailed herein will also fully apply and bind the contractor, consultant or vendor. In any case, where Sub-Grantee enters into a contract with third parties, the SFMX is not a party to such a contract and shall not be obligated or liable for any breach of contract or other action in law to any party other than the original Sub-Grantee under the specific terms of this Agreement.
- 8. Upon approval of acceptable invoices for services, equipment and work validated and performed, the FA agrees to reimburse Sub-Grantee for actual expenditures made related to the Project, which in no case may exceed the federal funds amount awarded to Sub-Grantee at the time of approval of Sub-Grantee's IJ by FEMA as provided for in Attachment "A".
- 9. In entering into this Agreement, it is implicitly agreed between both signatories that the FA is not under any obligation to reimburse the Sub-Recipient for any amounts not received by the FA from FEMA, for what so ever reason.
- 10. Sub-Grantee shall indemnify, defend and hold harmless the FA and its officers, directors, employees and agents, from and against all liability, loss, cost or expense (including attorney's fees) by reason of liability imposed upon the FA, arising out of or related to Sub-Grantee's performance under this Agreement, whether caused by or contributed to by the FA or any other party indemnified herein, including but not limited to any malfeasance, negligent or intentional acts of Sub-Grantee, its officers, agents or employees or its subcontractors or their agents and employees, unless such a loss is caused solely by the malfeasance or negligence of the FA, its officers, directors, employees or agents.
- 11. It is understood by both signatories to this Agreement, that this Agreement shall remain in effect in accordance with the terms and conditions of the Grant Award, but in no event longer than the statutory provision of 5 years or less as may be determined by the grant performance period following the execution by both parties.
- 12. All notices, requests, demands and other communications required or permitted to be made under this Agreement shall be in writing and shall be given by personal

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

### If to the Marine Exchange:

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

If to Sub-Grantee:

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

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

The Marine Exchange of the San Francisco Bay Region

Rv:

Captain Lynn Korwatch

Its: Executive Director

Dated: 4 - 26 - 11

Sub-Grantee Organization

Joanne Hayes-White

Chief of Department, 05/02/11

Dated: (

Approved as to Form Dennis J. Herrera

City Attorney

Alicia Cabrera

Deputy City Attorney

# ATTACHMENT "A"

FINAL APPROVED
PROJECT INVESTMENT JUSTIFICATION AND BUDGET



### **PSGP FY 2010 Investment Justification Template**

As part of the FY 2010 PSGP application process, applicants must develop a formal Investment Justification that addresses each initiative being proposed for funding. A separate investment Justification should be submitted for each proposed project. Each entity within a Group III or All Other Port Area may apply for up to three projects. Due to the nature of the Fiduciary Agent (FA) process, FA's are not limited to three projects. Investment Justifications must demonstrate how proposed projects address gaps and deficiencies in current programs and capabilities. The Investment Justification must demonstrate the ability to provide enhancements consistent with the purpose of the program and guidance provided by FEMA. Applicants must ensure that the Investment Justification is consistent with all applicable requirements outlined in the application kit.

Investment Heading	
Port Area	San Francisco Bay
State	California
Applicant Organization	San Francisco Fire Department
Investment Name	All Hazards CBRNE Rapid Response Vessel
Investment Amount	\$ 250K

### II. Background

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

I. Provide an ove	rview of the port system in which this Investment will take place
Response Type	
Page Limit	Not to exceed 1 page
Response	<ul> <li>Area of Operations:         <ul> <li>Identify COTP Zone: San Francisco Bay</li> <li>Identify eligible port area: Port of San Francisco</li> <li>Identify eligible port area: Port of San Francisco</li> <li>Identify who the infrastructure is owned or operated by: Port of San Francisco</li> </ul> </li> <li>Point of contact for organization:         <ul> <li>SF Bay Region PSGP Fiduciary Agent:</li> <li>Captain Lynn Korwatch, (415) 441-5045, korwatch@sfmx.org</li> <li>Primary point of contact for management of the project:</li> <li>ADC Brendan O'Leary, (415) 558-3680, brendan.o'leary@sfgov.org</li> </ul> </li> <li>Ownership or Operation:         <ul> <li>Applicant is: Local Agency, Municipal Fire Department</li> </ul> </li> <li>The SFFD is responsible for fire prevention / protection, fire suppression, Emergency Medical Services, Search and Rescue, Hazardous Materials Response and Spill Response for all waterfront facilities and vessels in our operational area. We are available to provide the same services to the region as part of a mutual aid agreement we have with the state.</li> <li>The SFFD works in tandem with the SFPD, USCG, and POSF to coordinate our services that were mentioned in the paragraph above. This provides a unified layered response to any maritime incident.</li> <li>Important features:</li> <li>Currently our department has the only 24/7 staffed type 1 fireboat in the region. We provide mutual aid coverage for the following: Port of Oakland, Port of Richmond, and The Port of Redwood City. It is our plan to develop a specially trained marine task force that would eventually grow into a regional task force made up of members of all group 1 port areas first responders. The small vessel we are requesting in this IJ would be a regional asset that would support the task force in all of the areas mentioned</li></ul>

### III. Strategic and Program Priorities

#### II.A. Provide a brief abstract of the Investment (List just ONE Investment) Response Type Narrative Page Limit Not to exceed ½ page Response Provide a succinct statement summarizing this Investment Instructions The purpose of this investment is to enhance local and regional capabilities to prevent and respond Response to waterborne acts of terrorism, other maritime threats including natural and environmental disasters throughout the greater San Francisco Bay Area. This will be accomplished through the acquisition of an enhanced 25' vessel (CBRNE response watercraft) and implementation of additional maritime security and response measures. The outcome of this investment will be the ability to provide rapid waterborne emergency medical service, search, rescue, hazardous materials (WMD) mitigation, detection, decontamination, fire suppression, communications, command capabilities and logistical support. The investment will provide multiple mitigation functions for incidents that are inaccessible to land units within the region. This investment will provide CBRNE protection for the City and County of San Francisco along with the rest of the region that encompasses three of the four ports of the Group One San Francisco Bay Area in Northern California. The capabilities built through this investment will coordinate with local, regional, state and federal plans to increase the operational readiness for the San Francisco Bay region.

# II.B. Describe how the Investment will address one or more of the PSGP priorities and Area Maritime Security Plan or COTP Priorities (how it corresponds with PRMP for Group I and II)

Response Type Narrative Page Limit Not to exceed ½ page Describe how, and the extent to which, the investment addresses: Response **Enhancement of Maritime Domain Awareness** Instructions Enhancement of IED and WMD prevention, protection, response and recovery capabilities Training and exercises Efforts supporting the implementation of TWIC Area Maritime Security Plan and/or Captain of the Port Priorities The Rapid Response Vessel will support Maritime Domain Awareness by providing a platform to Response perform routine and unscheduled inspection of San Francisco Bay Area critical infrastructure and key assets; including but not limited to ferry and cruise passenger terminals, recreational marinas. power plants, bulk petroleum locations and ship repair facilities. The investment strongly supports the National Preparedness Priority number 6 of strengthening. chemical, biological, radiological, nuclear and explosive (CBRNE) detection and response capabilities. Acquisition of a Rapid Response Vessel is supportive of the maritime Security Plan and is in line with the Captain of the Port's priorities. The Rapid Response Vessel will be a regional asset that would be deployed through the Regional Mutual Aid agreement. San Francisco currently has agreements with the contiguous counties (Marin, Contra Costa, Alameda and San Mateo) that allow a direct request for assistance. In the event the vessel were to be deployed out of county for more than 4 hours, there are contingency plans in place that provide for recall of marine crews to staff boats that are in reserve.

### IV. Impact

Page Limit	Not to exceed ½ page
Response nstructions	<ul> <li>Discuss how the project will reduce risk in a cost effective manner</li> <li>Discuss how this investment will reduce risk (e.g., reduce vulnerabilities or mitigate the consequences of an event) by addressing the needs and priorities identified in earlier analysis and review.</li> </ul>
Response	The Port's Security and Vulnerability Assessment identified multiple properties, critical infrastructur and key assets vulnerable to terrorist attack or a natural disaster. The majority of mitigatio recommendations involved enhancing prevention and response capabilities. A new state of the art, a hazards rapid response vessel will increase capabilities to handle any maritime related emergence efficiently and timely. The all hazards vessel would also be involved in regular marine safet Critical Infrastructure and Key Asset patrols. The vessel will provide a visible safety presence while conducting radiation and environmental monitoring.
	The CBRNE enhanced vessel directly addresses Key Risk Mitigation/Trade Resumption Strategies (RMTRS) number 4: Waterside Preparedness, Deterrence and Response and (RMTRS) number 6 Chemical, Biological, Radiological, Nuclear and Explosive threat detection and mitigation.

Response Type	
Page Limit	Not to exceed ½ page
Response Instructions	<ul> <li>Describe how many agencies within the port have existing equipment that are the same or hav similar capacity as the proposed project</li> </ul>
	<ul> <li>Include the number of existing capabilities within the port that are identical or equivalent to the proposed project</li> </ul>
Response	Currently there are a few small rapid response vessels in the region. (Southern Marin FD, Tiburon FD South San Francisco FD and San Francisco International Airport Fire Rescue) None of the curren resources provide an all hazards CBRNE response capability.

# V. Funding & Implementation Plan

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

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

The following template illustrates how the applicants should indicate the amount of FY 2010 PSGP funding required for the investment, how these funds will be allocated across the cost elements, and the required cash or in-kind match:

IV.A. Investment Funding Plan	FY 2010 PSGP Request Total	Match (Optional)	Grand Total
Maritime Domain Awareness			
IED and WMD Prevention, Protection, Response and Recovery Capabilities	\$250,000		250000
Training		and the first of the same in the	
Exercises	gradina propinsi na <del>mekan</del> mana a	fil Lovenski, ljege, sægji	
TWIC Implementation	i da		
Operational Packages (OPacks).		Alaka kan pangalah dari dari dari dari dari dari dari dari	
M&A		超纖維 地名斯马里克斯	NO.
Tota	250000	Commence of the Commence of th	\$ 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

Response Type	Narrative		
Page Limit	Not to exceed 1 page		
Response Instructions	Only include major milestones that are critical to the success of the Investment		
	<ul> <li>Milestones are for this discrete Investment – those that are covered by the requested FY 201 PSGP funds and will be completed over the 36-month grant period starting from the award date giving consideration for review and approval process up to 12 months (estimate 24 month project period)</li> </ul>		
	<ul> <li>Milestones should be kept to high-level, major tasks that will need to occur (i.e. Design an development, begin procurement process, site preparations, installation, project completion, etc.</li> </ul>		
	<ul> <li>List any relevant information that will be critical to the successful completion of the milestone (such as those examples listed in the question text above)</li> </ul>		
	Note: Investments will be evaluated on the expected impact on security relative to the amount of the investment (i.e., cost effectiveness). An itemized Budget Detail Worksheet and Budget Narrative must also be completed for this investment.		
Response	Milestone #1: Vessel design. Solicit recommendations from SFFD marine crew. Perform analysis of needs and develop design. 1 month		
	Milestone #2: Solicit construction bids. 1 month		
A superior and the superior of	Milestone #3: Award contracts and procure equipment. 1 month		
	Milestone #4: Rapid Response Vessel; Construction of vessel 6 months		
	Milestone #5: Rapid Response Vessel; Inspection and sea trials. 1 week		
	Milestone #6: Rapid Response Vessel; Delivery. 1 week		
	Milestone #7 Conduct training and exercises for regional maritime domain awareness capabilities, CBRNE response and marine safety operations. 1 month		
	All work specified can be fully completed by September 30, 2012		

# ATTACHMENT "B"

PROCUREMENT AND PURCHASING POLICIES AND PROCEDURES WAIVER

# MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION

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

phone: (415) 441-5600 fax: (415) 441-1025 website: www.sfmx.org email: info@sfmx.org

February 16, 2011

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

RE: Port Security Grant Program (PSGP)

SFMX PSGP Procurement and Purchasing Policies and Procedures Requirement

Dear Mark:

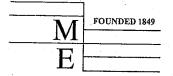
All Sub-Grantee Agreements require that any recipient of PSGP funds must follow the guidelines established in the SFMX PSGP Procurement and Purchasing Policies and Procedures document. As stated in Section 3 of the Sub Grantee Agreement, waiver of this requirement can be made if the Sub Grantee can demonstrate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

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

Sincerely,

Rob Strahan

Chief Financial Officer



# MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION

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

phone: (415) 441-6600 fax: (415) 441-1025 website: www.sfmx.org email: info@sfmx.org

January 19, 2011

Mr. Brendan O'Leary San Francisco Fire Department 698 2nd Street San Francisco CA 94107

RE:

PSGP FY 2010 - Grant Award #2010-PU-T0-K050

SF Bay Region IJ Project #22 - San Francisco Fire Department - Maritime Security

Training

(Federal Match Value: \$395,125 USD)

Dear Brendan:

I am pleased to inform you that your project submitted under the FEMA Port Security Grant Program, FY 2010 has received final approval and may begin immediately.

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

All projects must be completed and the grant closed out by September 30, 2015. This date is inflexible. If you have any concerns about your ability to execute the required Sub-Grantee Agreement or to complete your project before the final termination date, please contact me immediately.

Again, congratulations. If you have any questions or concerns, please contact me via email at <a href="mailto:grants@sfmx.org">grants@sfmx.org</a> or by phone at 415.254.2213.

I look forward to working with you.

Sincerely,

Captain Lynn Korwatch

**Executive Director** 

Marine Exchange of the San Francisco Bay Region

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### SUB-GRANTEE AGREEMENT Between

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

And

### THE SAN FRANCISCO FIRE DEPARTMENT

As SUB-GRANTEE (SG)

This SUB-GRANTEE AGREEMENT is made and entered into by and between the Marine Exchange of the San Francisco Bay Region (SFMX) and the City and County of San Francisco, a municipal corporation, acting by and through its San Francisco Fire Department, (Sub-Grantee organization).

WHEREAS, the SFMX has been appointed by the Federal Emergency Management Agency (FEMA) on behalf of the Department of Homeland Security (DHS), to act as the Fiduciary Agent (FA) for the administration and management of the Port Security Grant Program for FY-2007 (Supplemental), 2008, 2009 and 2010, and

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

WHEREAS, the Sub-Grantee will be planning, developing and executing their Project as defined by their Investment Justification (IJ) package as described in Attachment "A" of this Agreement. The IJ's have been submitted to the FA; validated by United States Coast Guard (USCG) Sector San Francisco and approved by FEMA for a sub-grant which is not to exceed U.S. \$395,125; and

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

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

ACCORDINGLY, the parties agree as follows:

- 1. Sub-Grantee agrees to implement this project within sixty (60) days following the effective date of the grant award or this Agreement may be subject to cancellation. Notice of grant award may be by electronic or other written means at the discretion of the Fiduciary Agent. Evidence of project implementation is to be reported within the first sixty (60) days, and may include, but is not limited to, schedule of values or project time line, notices to governing boards or agencies of project award, advice memorandum, written and/or electronic project communications, development and issue of solicitation announcements, contracting documents, and purchase orders or similar documents acceptable to the Fiduciary Agent as evidence of compliance.
- Sub-Grantee shall comply with all federal statutes, regulations and guidance applicable to administration of the Port Security Grant Program including but not limited to
  - 2 C.F.R. subtitle A
  - 44 C.F.R. Part 13
  - Office of Management and Budget (OMB) Circulars, as applicable
  - A-21 Cost Principles for Educational Institutions
  - A-87 Cost Principles for State, Local and Indian Tribal Governments
  - A-122 Cost Principles for Non-Profit Organizations
  - A-102 Uniform Administrative Requirements for Grants and Agreements with State and Local Governments
  - A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
  - 48 C.F.R. Part 31 et. seq. Contract Cost Principles and Procedures. Sub-Grantee shall assure that these conditions apply to all recipients of funds.
- 3. The Sub-Grantee has demonstrated that the federal procurement guidelines can be satisfied by the procurement and purchasing policies and procedures guidelines established by the City and County of San Francisco. Therefore, the San Francisco Marine Exchange waives all requirements set forth in the "SFMX PSGP Procurement and Purchasing Policies and Procedures Manual", as evidenced by the letter from the Marine Exchange to the San Francisco Fire Department as Appendix B attached to this Agreement.
- 4. Upon receiving the invoices, the FA shall be authorized to review Sub-Grantee's request for reimbursement. The FA will also be authorized to request additional information or clarification from Sub-Grantee. Such a response shall not be unreasonably withheld by Sub-Grantee, but in no case shall the FA be compelled to pay said invoices until the requested clarifications are made or additional information is received, accepted and approved by the FA.
- 5. For the purposes of meeting federal audit requirements, Sub-Grantee agrees to comply with requirements of OMB Circular A-133 for States, Local Governments and Non-Profits.

- 6. Sub-Grantee agrees to submit, at such times and in such form as the FA may request, activity reports on the Sub-Award and the Project. Sub-Grantee shall submit quarterly operational summaries and financial reports no later than the 15<sup>th</sup> day of January, April, July and October; and the Semi-Annual Progress Reports by the 15<sup>th</sup> of January and July during each year this Agreement. The final progress report must be filed with the FA within thirty (30) days after the termination of the last year of the Federal Award. The FA must receive the final progress report prior to the final cost report being paid.
- 7. No contract or agreement may be entered into by Sub-Grantee for execution of Project activities or provision of services to the Project that are not incorporated in the approved application other than purchase of supplies or standard commercial or maintenance services. All contracts and agreements shall provide that Sub-Grantee shall retain ultimate control and responsibility for the proper execution of the Project and that these Contract conditions as detailed herein will also fully apply and bind the contractor, consultant or vendor. In any case, where Sub-Grantee enters into a contract with third parties, the SFMX is not a party to such a contract and shall not be obligated or liable for any breach of contract or other action in law to any party other than the original Sub-Grantee under the specific terms of this Agreement.
- 8. Upon approval of acceptable invoices for services, equipment and work validated and performed, the FA agrees to reimburse Sub-Grantee for actual expenditures made related to the Project, which in no case may exceed the federal funds amount awarded to Sub-Grantee at the time of approval of Sub-Grantee's IJ by FEMA as provided for in Attachment "A".
- 9. In entering into this Agreement, it is implicitly agreed between both signatories that the FA is not under any obligation to reimburse the Sub-Recipient for any amounts not received by the FA from FEMA, for what so ever reason.
- 10. Sub-Grantee shall indemnify, defend and hold harmless the FA and its officers, directors, employees and agents, from and against all liability, loss, cost or expense (including attorney's fees) by reason of liability imposed upon the FA, arising out of or related to Sub-Grantee's performance under this Agreement, whether caused by or contributed to by the FA or any other party indemnified herein, including but not limited to any malfeasance, negligent or intentional acts of Sub-Grantee, its officers, agents or employees or its subcontractors or their agents and employees, unless such a loss is caused solely by the malfeasance or negligence of the FA, its officers, directors, employees or agents.
- 11. It is understood by both signatories to this Agreement, that this Agreement shall remain in effect in accordance with the terms and conditions of the Grant Award, but in no event longer than the statutory provision of 5 years or less as may be determined by the grant performance period following the execution by both parties.
- 12. All notices, requests, demands and other communications required or permitted to be made under this Agreement shall be in writing and shall be given by personal

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

### If to the Marine Exchange:

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

If to Sub-Grantee:

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

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

The Marine Exchange of the San Francisco Bay Region

Captain Lynn Korwatch

Its: Executive Director

**Sub-Grantee Organization** 

Joanne Hayes-White

Chief of Department, 05 مالا

Śan Francisco Fire Department

Dated:

Approved as to Form Dennis J. Herrera

City Attorney

Deputy City Attorney

# ATTACHMENT "A"

FINAL APPROVED PROJECT INVESTMENT JUSTIFICATION AND BUDGET



# **PSGP FY 2010 Investment Justification Template**

As part of the FY 2010 PSGP application process, applicants must develop a formal Investment Justification that addresses each initiative being proposed for funding. A separate Investment Justification should be submitted for each proposed project. Each entity within a Group III or All Other Port Area may apply for up to three projects. Due to the nature of the Fiduciary Agent (FA) process, FA's are not limited to three projects. Investment Justifications must demonstrate how proposed projects address gaps and deficiencies in current programs and capabilities. The Investment Justification must demonstrate the ability to provide enhancements consistent with the purpose of the program and guidance provided by FEMA. Applicants must ensure that the Investment Justification is consistent with all applicable requirements outlined in the application kit.

Investment Heading					
Port Area	San Francisco Bay			• •	
State	California				
Applicant Organization	San Francisco Fire Department	. ,			<del></del>
Investment Name					
Investment Amount	\$ 395,125		-		

#### I. Background

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

	erview of the port system in which this Investment will take place
Response Type	
Page Limit	Not to exceed 1 page
Response	Area of Operations:
	o Identify COTP Zone: San Francisco Bay
	o Identify eligible port area: Port of San Francisco
	o Identify exact location of project site: Areas of response for the SFFD, San Francisco Bay
	o Identify who the infrastructure is owned or operated by: Port of San Francisco
	Point of contact for organization:
	○ SF Bay Region PSGP Fiduciary Agent:
	o Captain Lynn Korwatch, (415) 441-5045, korwatch@sfmx.org
	<ul> <li>Primary point of contact for management of the project:</li> </ul>
	o ADC Brendan O'Leary, (415) 558-3680, brendan.o'leary@sfgov.org
	Ownership or Operation:
	o Applicant is: Local Agency, Municipal Fire Department
	<ul> <li>Role in providing layered protection of regulated entities:</li> </ul>
	<ul> <li>The San Francisco Fire Department provides prevention, protection and response for the Bay Region in the areas of firefighting, EMS, hazardous materials, marine safety and marine rescue.</li> </ul>
	Important features:
	<ul> <li>The San Francisco Fire Department is the only department in the region that has a 24 hour, 7 days per week staffed fireboat that provides service and protection for three of the four Group One ports in the region (San Francisco, Oakland, and Richmond). This investment will allow the department to provide Maritime Security training and personal survival training for not only SFFD staff but also for any first responders that may be deployed throughout the region.</li> </ul>
	and the company of t

# II. Strategic and Program Priorities

II A Dunastal	
II.A. Provide a bi	rief abstract of the Investment (List just ONE Investment)
Response Type	Narrative
Page Limit	Not to exceed ½ page
Response Instructions	Provide a succinct statement summarizing this Investment
Response	The purpose of this project is to provide Maritime Security training and Personal Survival training for first responders that are deployed on vessels. The training is intended for not only those fire personnel that are assigned to the responding fireboat, but also for land based firefighters (pursuant to NFPA Standard 1405), law enforcement officers and emergency medical personnel that may be called upon as an incident escalates or extends over multiple operational periods.
	The training will include four classes:
	Basic Maritime Security Awareness (BMSA) (four hour web based) 125 students
	First Response Operational Maritime Security (FROMS), 8 hour course, 100 students
	Company, Vessel and Facility Security Officer (CSO/VSO/FSO) 3 days, 80 students
	Personal Survival Training (PST) 12 hours, 90 students
	The Contingency Plan (Firefighting) for Sector San Francisco delegates the responsibility for response to the local agencies. The plan also calls for responding agencies to drill and exercise on an annual basis. A gap analysis has revealed that training has not been maintained at a level where an effective exercise can be conducted. This project would provide a threshold of training that would allow a regional exercise in 2011/2012.
	Current MOU's and labor contracts require minimum staffing for first responders. Funding for this project would allow for overtime compensation and backfill of vacated positions while students are attending training

o Efforts supporting the implementatio     Area Maritime Security Plan and/or Capi	Awareness vention, response and recovery capabilities on of TWIC
Response Instructions  • Describe how, and the extent to which, to Enhancement of Maritime Domain A o Enhancement of IED and WMD prevo Training and exercises o Efforts supporting the implementation • Area Maritime Security Plan and/or Capital Computer Security Plan and Capital Computer Security Plan and Capital Computer Security Plan and Capital Capital Computer Security Plan and Capital C	Awareness vention, response and recovery capabilities on of TWIC
The Marine Security and Baragael Curried	· ·
Response The Marine Security and Personal Survival to a training regime that will allow local agenci missions that are directly related to their prime.	raining that is proposed by this project directly invests i ies to participate in preparation, response and recover nary function.
This program directly addresses directives	that have been established by the Captain of the Popond and conduct exercises as mandated in the Sector

### III. Impact

III.A. Describe how the project offers the highest risk reduction potential at the least cost.			
Response Type	Narrative		
Page Limit	Not to exceed ½ page		
Response Instructions	<ul> <li>Discuss how the project will reduce risk in a cost effective manner</li> <li>Discuss how this investment will reduce risk (e.g., reduce vulnerabilities or mitigate the consequences of an event) by addressing the needs and priorities identified in earlier analysis and review.</li> </ul>		
Response	The Sector San Francisco Contingency Plan (Firefighting) is dependent upon an adequately trained cadre of first responders from local agencies of all disciplines. Properly trained personnel will allow the region to protect, prevent, respond and recover for emergencies that are precipitated form all hazards.		

Page Limit	Not to exceed ½ page
Response Instructions	Describe how many agencies within the port have existing equipment that are the same or have similar capacity as the proposed project
	<ul> <li>Include the number of existing capabilities within the port that are identical or equivalent to the proposed project</li> </ul>
Response	The San Francisco Fire Department maintains the only fire fighting boats on a 24 hour, seven day week basis. This proposed training will prepare land based firefighters, marine based law enforcement and emergency medical personnel for a supportive response in the event of incident escalation that might require activation of stand-by boats (Sea Wolf) or private sector boats with fire fighting capability. The cadre of trained personnel would allow response and support through multiple operational periods

### IV. Funding & Implementation Plan

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

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

The following template illustrates how the applicants should indicate the amount of FY 2010 PSGP funding required for the investment, how these funds will be allocated across the cost elements, and the required cash or in-kind match:

IV.A. Investment Funding Plan	FY 2010 PSGP Request Total	Match (Optional)	Grand Total
Maritime Domain Awareness			
IED and WMD Prevention, Protection, Response and Recovery Capabilities			
Training	\$395,125		
Exercises			146 ST 250 DOM
TWIC Implementation			
Operational Packages (OPacks)		Barran Amerika da Santa da Sa Barran da Santa da S	
V&A			
Total	3395125	(0	

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

Response Type Page Limit Not to exceed 1 page

1. August & September 2010: BMSA class delivered on-line to 125 students

2. October, November & December 2010: FROMS class delivered at multiple Bay Area sites to 100 students.

3. January, February & March 2011: CSO/VSO/FSO class delivered at multiple Bay Area sites to 80 students

4. April, May, June, July & August 2011: PST class delivered at Cal Maritime for 90 students

5. Regional Exercise May 2012 (Funding source to be identified)

# **ATTACHMENT "B"**

PROCUREMENT AND PURCHASING POLICIES AND PROCEDURES WAIVER

# MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION

505 Beach Street, Suite 300 San Francisco, CA 94133-1131 phone: (415) 441-6600 fax: (415) 441-1025 website: www.sfmx.org email: info@sfmx.org

February 16, 2011

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

RE: Port Security Grant Program (PSGP)

SFMX PSGP Procurement and Purchasing Policies and Procedures Requirement

#### Dear Mark:

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Sincerely,

Rob Strahan

Chief Financial Officer