File No.	110909	Committee Item No	
		Board Item No q '	

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee PUBLIC SAFETY	Date	9/15/.11
Board of Supervisors Meeting	Date	9/27/11
Cmte Board		
Motion Resolution Ordinance Legislative Digest Budget Analyst Report Legislative Analyst Report Introduction Form (for hearings) Department/Agency Cover Letter and MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Award Letter Application Public Correspondence	l/or Report	
OTHER (Use back side if additional space is Completed by: Gail Johnson Date Completed by: LQ Date		9/11 2(/ (<i>l</i>

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

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

Resolution authorizing the San Francisco Fire Department to accept and expend a grant in the amount of \$230,000 from the Federal Emergency Management Agency for FY2007 Supplemental 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 five different marine-based projects from the Fiscal Year 2007 Supplemental Port Security Grant Program (PSGP) 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, and a marine response towing vehicle; and,

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

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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 grant expires September 30, 2012; 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 \$230,000 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:

Joanne M. Hayes-White

Chief of Department

07/27/11

Approved

√ Mayor

Approved:

Controller

Angela Calvillo, Clerk of the Board of Supervisors TO: Mark Corso, Finance, San Francisco Fire Department FROM: July 22, 2011 DATE: **Accept and Expend Ordinance for Grant** SUBJECT: Port Security Grant Program FY2007 Supplemental **GRANT TITLE:** Attached please find the original and 4 copies of each of the following: X Proposed grant ordinance; original signed by Department, Mayor, Controller X Grant information form, including disability checklist X Grant budget X Grant application X Letter of Intent or grant award letter from funding agency X Other (Explain): San Francisco Fire Commission Resolution requesting approval by the Board of Supervisors Special Timeline Requirements: N/A Departmental representative to receive a copy of the adopted ordinance: 558-3417 Phone: Name: Mark Corso Interoffice Mail Address: 698 Second Street, San Francisco 94107

Certified copy required Yes

No 🖂

File Number:	garan kalendari dan kecamatan dan kecamatan dan kecamatan dan beratan dan beratan dan beratan dan beratan bera Beratan beratan dan beratan beratan dan beratan beratan beratan beratan beratan beratan beratan beratan berata
(Provided by Clerk of Board of Supervisors)	
Grant Ordinance Informati (Effective May 2011)	ion Form
Purpose: Accompanies proposed Board of Supervisors ordinance expend grant funds.	es authorizing a Department to accept and
The following describes the grant referred to in the accompanying	g ordinance:
1. Grant Title: Port Security Grant Program FY 2007 Supplement	ntal
2. Department: Fire Department	
3. Contact Person: Mark Corso Telephone: 5	58-3417
4. Grant Approval Status (check one):	
[X] Approved by funding agency	ot yet approved
5. Amount of Grant Funding Approved or Applied for: \$ 230,000	
6a. Matching Funds Required: \$ none b. Source(s) of matching funds (if applicable): n/a	
7a. Grant Source Agency: Federal Emergency Management Ager b. Grant Pass-Through Agency (if applicable): Marine Exchange	ncy e of the San Francisco Bay Region
8. Proposed Grant Project Summary: Marine-based equipment e	enhancements
9. Grant Project Schedule, as allowed in approval documents, or	as proposed:
Start-Date: 10/1/2007 End-Date:	9/30/2012
10. Number of new positions created and funded: 0	
11. Explain the disposition of employees once the grant ends? n/	a
12a. Amount budgeted for contractual services: \$0	
b. Will contractual services be put out to bid? n/a	
c. If so, will contract services help to further the goals of the Derequirements? n/a	epartment's Local Business Enterprise (LBE)
d. Is this likely to be a one-time or ongoing request for contract	ting out? n/a
3a. Does the budget include indirect costs? [] Yes	[X] No
h1 If yes how much2 \$ n/a	

c. If no, why are indirect costs not included? [X] Not allowed by granting agency [] To maximize use of grant funds on direct services [] Other (please explain):
c2. If no indirect costs are included, what would have been the indirect costs? 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) [X] Existing Program(s) or Service(s) [] Rehabilitated Structure(s) [] New Program(s) or Service(s) [] New Site(s) [] New Structure(s)
16. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:
Comments:
Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:
Jesusa Bushong (Name)
Human Resources Director (Title)
22 13
Date Reviewed: +-22-)
Overall Department Head or Designee Approval:
Mark Corso
(Name)
Chief Financial Officer (Title)
Date Reviewed: 7 22 11 (Signature Required)

b2. How was the amount calculated? n/a

San Francisco Fire Department

Grant Budget

Port Security Grant Program - FY2007 (Supplemental)

Grant Code: Grant Detail: FY2007

FCPSGP

Port Security Grant Program (Fire) Fiscal Year 2007 Supplemental

Budget:

<u>Description</u>	<u>Char</u>	Char Desc		Amount	
Interoperability Enhancements (Radios)	040	Materials and Supplies		\$ 10,000	
Thermal Imaging Cameras	040	Materials and Supplies		\$ 20,000	\$ 30,000 040
Personal Water Craft	060	Equipment		\$ 25,000	·
Managed Bay Costal Monitoring System	060	Equipment		\$ 25,000	
Marine Response Towing Vehicle	060	Equipment		\$ 150,000	\$ 200,000 060
			1		
		Total:		\$ 230,000	\$ 230,000 Total

FIRE COMMISSION

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

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



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

RESOLUTION 2011-02

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

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

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

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

WHEREAS, The SFFD applied for eight different marine-based projects 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: (

Monica Quattrin, Commission Secretary



MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION

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

January 17, 2011

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

RE:

PSGP FY 2007 Supplemental Program – Grant Award #2007-GB-T7-K274

SF Bay Region IJ Project #6 - San Francisco Fire Department - Interoperability

Enhancements

(Federal Match Value: \$10,000.00 USD)

Dear Kyle:

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

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

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

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

I look forward to working with you.

inn Konwatel

Sincerely,

Captain Lynn Korwatch

Executive Director

Marine Exchange of the San Francisco Bay Region

SUB-GRANTEE AGREEMENT Between

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

And

THE SAN FRANCISCO FIRE DEPARTMENT

As SUB-GRANTEE (SG)

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

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

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

WHEREAS, the Sub-Grantee will be planning, developing and executing their Project as defined by their Investment Justification (IJ) package as described in Attachment "A" of this Agreement. The IJ's have been submitted to the FA; validated by United States Coast Guard (USCG) Sector San Francisco and approved by FEMA for a sub-grant which is not to exceed U.S. \$10,000; and

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

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

ACCORDINGLY, the parties agree as follows:

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

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

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

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

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

If to the Marine Exchange:

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

If to Sub-Grantee:

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

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

The Marine Exchange of the San Francisco Bay Region

aptain Lynn Korwatch

Its: Executive Director

Dated: 4

Sub-Grantee Organization

Joanne Hayes-White

Chief of Department,の5/02(い

San Francisco Fire Department

Dated:

Approved as to Form Dennis J. Herrera City Attorney

Alicia Cabrera

Deputy City Attorney

ATTACHMENT "A"

FINAL APPROVED PROJECT INVESTMENT JUSTIFICATION AND BUDGET



Formal PSGP Investment Justification Template (FY 2007 Supplemental)

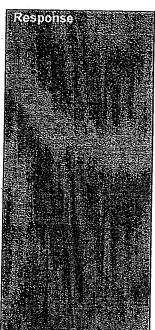
Investment Heading				
Port Area	San Francisco Bay	 <u>erogoros sus</u> ees.	serie N. Maren	
State	California	· · · · · · · · · · · · · · · · · · ·		
Applicant Organization	San Francisco Fire Department			
Investment Name	Communications Interoperability Enhancements			
Investment Amount	\$ 10,000			

I. Background

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

esponse Type	
age Limit tesponse Instructions	 Area of Operations: Identify COTP Zone Identify eligible port area Identify exact location of project site (i.e. physical address of facility being enhanced) Identify who the infrastructure (project site) is owned or operated by, if not by your own organization Point(s) of contact for organization (include contact information): Identify the organization's Authorizing Official for entering into grant agreement, including contact information (include sub-grantee entering agreement within Group 1 and 2 port areas under FA process) Identify the organization's primary point of contact for management of the project(s) Ownership or Operation: Identify whether the applicant is: (1) a private entity; (2) a state or local agency; or (3) a consortium composed of local stakeholder groups (i.e., river groups, ports, or terminal associations) representing federally regulated ports, terminals, US inspected passenger vessels or ferries.
	 Role in providing layered protection of regulated entities (applicable to State or local agencies, consortia and associations only):
	 Describe your organization's specific roles, responsibilities and activities in delivering layered protection
	Important features:
	o Describe any operational issues you deem important to the consideration of your





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

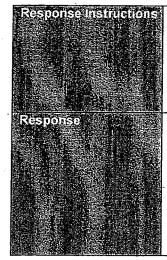
The San Francisco Fire Department is the only fire department in the region that has a 24/7 staffed Type 1 fireboat that provides service for three of the four Group 1 ports in the region. (SF, Oakland and Richmond). The SFFD provides support for Marine related incidents.

II. Strategic and Program Priorities

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

Plan or COTP Priori	vestment will address one or more of the PSGP pri ties (how it corresponds with PRMP for Group I and	orities and Area Maritime Security
KESTORSE DVDE AV	Narrative	And the second s
Page Limit	Not to exceed 1 page	





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

This investment addresses the following PSGP priorities:

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

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



III. Impact

III.A. Describe how the p	project offers the highest risk reduction potential at the least cost.
Response Type	Narrative
Page _imit	Not to exceed ½ page
Response Instructions	 Discuss how the project will reduce risk in a cost effective manner Discuss how this investment will reduce risk (e.g., reduce vulnerabilities or mitigate the consequences of an event) by addressing the needs and priorities identified in earlier analysis and review. For facility specific investments, the anticipated risk reduction in MSRAM should be included
	During most incidents and exercises communications interoperability is always identified as area that needs to be improved. This project will allow SFFD and POSF supervisors to communicate with the Coast Guard and other vessels on the bay and in the region. In the event of a primary communications failure these radios could be used as a secondary means of communicating. This is a low cost project that will provide a high level of risk reduction for the Bay Region.

Response Type	Narrative Narrative
Page Limit	
Response Instruction	 Describe how many agencies within the port have existing equipment that are the same or have similar capacity as the proposed project Include the number of existing capabilities within the port that are identical or equivalent to the proposed project
Response	
	Most agencies that operate in a marine environment have marine communications capabilities.



IV. Funding & Implementation Plan

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

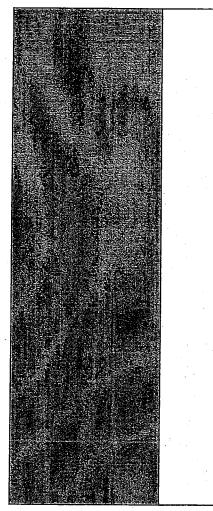
Note: Investments will be evaluated on the expected impact on security relative to the amount of the investment (i.e., cost effectiveness). An itemized Budget Detail Worksheet and Budget Narrative must also be completed for this investment. See following section for a sample format.

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

IV.A. Investment Funding Plan	FY 2007 PSGP Request Total	Match (Cash or In-Kind)	Grand Total
Maritime Domain Awareness		especial programs of promotive and research transfer.	BETTER DE LE LETTE BETTER DE BETTER DE BETTER DE LE TOUR DE LE TOUR DE LE TRES DE LE TRE
IED and WMD Prevention, Protection, Response and Recovery Capabilities	\$10,000	\$0.00 Requesting Waiver	\$10,000
Training		1.104200111.19 11.21.101	
Exercises			
TWIC Implementation			
VBA			
Total	\$10,000	\$0.00	\$10,000

24 month project period) • Milestones should be kept to high-level, major tasks that will need to occur (i.e. Design and development, begin procurement process, site preparations, installation, project completion etc.) • List any relevant information that will be critical to the successful completion of the mileston (such as those examples listed in the question text above) Response 1. July 10, 2009 Submit IJ to SF Bay Pre-Screening Committee. 2. If approved, begin procurement process. 3. Develop Standard Operating Guidelines for radios. (September 2009) 4. Develop Training and Implementation Plan. (September 2009) 5. Receive Equipment. (October 2009) 6. Train and Exercise with Equipment. (October 2009) 7. Final Implementation (January 2010)	Response Type	Narrative Narrative
 Milestones are for this discrete Investment – those that are covered by the requested FY 2007 PSGP funds and will be completed over the 36-month grant period starting from the award date, giving consideration for review and approval process up to 12 months (estimat 24 month project period) Milestones should be kept to high-level, major tasks that will need to occur (i.e. Design and development, begin procurement process, site preparations, installation, project completion etc.) List any relevant information that will be critical to the successful completion of the mileston (such as those examples listed in the question text above) Response July 10, 2009 Submit IJ to SF Bay Pre-Screening Committee. If approved, begin procurement process. Develop Standard Operating Guidelines for radios. (September 2009) Develop Training and Implementation Plan. (September 2009) Receive Equipment. (October 2009) Train and Exercise with Equipment. (October 2009) Final Implementation (January 2010) 	Page Limit	Not to exceed 1 page
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1. July 10, 2009 Submit IJ to SF Bay Pre-Screening Committee. 2. If approved, begin procurement process. 3. Develop Standard Operating Guidelines for radios. (September 2009) 4. Develop Training and Implementation Plan. (September 2009) 5. Receive Equipment. (October 2009) 6. Train and Exercise with Equipment. (October 2009) 7. Final Implementation (January 2010)		 List any relevant information that will be critical to the successful completion of the milestone
2. If approved, begin procurement process. 3. Develop Standard Operating Guidelines for radios. (September 2009) 4. Develop Training and Implementation Plan. (September 2009) 5. Receive Equipment. (October 2009) 6. Train and Exercise with Equipment. (October 2009) 7. Final Implementation (January 2010)	Response	
3. Develop Standard Operating Guidelines for radios. (September 2009) 4. Develop Training and Implementation Plan. (September 2009) 5. Receive Equipment. (October 2009) 6. Train and Exercise with Equipment. (October 2009) 7. Final Implementation (January 2010)		
6. Train and Exercise with Equipment. (October 2009) 7. Final Implementation (January 2010)		Develop Standard Operating Guidelines for radios. (September 2009)
7. Final Implementation (January 2010)		
O(1) =		7. Final Implementation (January 2010) 8. Project Completion (February 2010)





IJ Budget Detail Worksheet:
(Pursuant to FY 07 B IJ Grant "Plan Implementation Guidance")

A. Personnel

(Applicable:

YES NO XXX)

NAMER	OSHION	COMPUTATIO	N	COST	
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				_	
OTAL:					

B. Fringe Benefits (Applicable: YES NO XXX)

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TOTAL:

	Location	Item	Travel Policy	Computa		Cost
· · · · · · · · · · · · · · · · · · ·			Source	····		
	SF Bay Region	Mileage		,		
	SF Bay Region	Per Day				
TOTAL:				4.4		
D. Equipment (App	olicable: YES	XXX N	O)			
IEEM		MIRITAGE	ON	COST		
Marine radios				\$10,000		
·	10,000		, ·			
. G P.	/	7/750	NO MATERIA			•
E. Supplies	(Applicable:		NO XXX)			
THEM		MPARTANTA	UN	<u>COST</u>		
						
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H. Indirect Costs (Applicable: YES NO XXX)

Maria Company		
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TOTAL:



BUDGET SUMMARY:

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



A. Environmental & Historic Preservation (EHP) (Check as Applicable) Negative Declaration: Yes ☑ No □

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

Assistant Deputy Chief Brendan O'Leary	San Francisco F	ire Department	07-23-09	
Submitter Name	Organization		Date	
Bula Ohn				
Signature				•

B. Waiver Request: Yes ☑ No □

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

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

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

Assistant Deputy Chief Brendan O'Leary	San Francisco Fire Department	07-23-09	
Submitter Name	Organization	Date	•
Red O Long			

Signature



Acknowledgement of IJ Submitter:

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

Signed: Booken O hosey

Date: <u>07-23-09</u>

Print Name: <u>Brendan O'Leary</u>

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 amail: info@sfmx.org

February 16, 2011

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

RE: Port Security Grant Program (PSGP)

SFMX PSGP Procurement and Purchasing Policies and Procedures Requirement

Dear Mark:

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

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

Sincerely.

Rob Strahan

Chief Financial Officer

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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

December 6, 2010

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

RE: PSGP FY 2007 Supplemental Program – Grant Award #2007-GB-T7-K274

SF Bay Region IJ Project #12 - San Francisco Fire Department - Thermal Imaging

Cameras

(Federal Match Value: \$20,000.00 USD)

Dear Kyle:

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

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

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

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

I look forward to working with you.

Sincerely,

Captain Lynn Korwatch

Executive Director

Marine Exchange of the San Francisco Bay Region

SUB-GRANTEE AGREEMENT Between

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

And

THE SAN FRANCISCO FIRE DEPARTMENT

As SUB-GRANTEE (SG)

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

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

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

WHEREAS, the Sub-Grantee will be planning, developing and executing their Project as defined by their Investment Justification (IJ) package as described in Attachment "A" of this Agreement. The IJ's have been submitted to the FA; validated by United States Coast Guard (USCG) Sector San Francisco and approved by FEMA for a sub-grant which is not to exceed U.S. \$20,000; and

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

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

ACCORDINGLY, the parties agree as follows:

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

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

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

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

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

If to the Marine Exchange:

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

If to Sub-Grantee:

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

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

The Marine Exchange of the San Francisco Bay Region

Captain Lynn Korwatch

Its: Executive Director

Sub-Grantee Organization

Joanne Hayes-While

Chief of Department,

05/02/11

San Francisco Fire Department

Dated:

Bv:

Approved as to Form

Dennis J. Herrera

City Attorney

ylcià Cabrera

Deputy City Attorney

ATTACHMENT "A"

FINAL APPROVED PROJECT INVESTMENT JUSTIFICATION AND BUDGET



Formal PSGP Investment Justification Template (FY 2007 Supplemental)

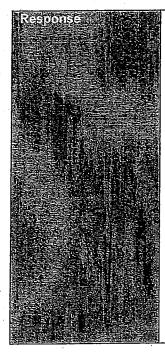
Investment Heading		No. 25.
Port Area	San Francisco Bay	4.
State	California	
Applicant Organization	San Francisco Fire Department	
Investment Name	Thermal Imaging Cameras for Marine Response	
Invesiment Amount	\$ 20,000	

I. Background

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

	of the port system in which this Investment will take place
Response Type	
Page Limit	
Response Instructions	Area of Operations:
	o Identify COTP Zone
	o Identify eligible port area
	o Identify exact location of project site (i.e. physical address of facility being enhanced)
	o Identify who the infrastructure (project site) is owned or operated by, if not by your own organization
	Point(s) of contact for organization (include contact information):
	 Identify the organization's Authorizing Official for entering into grant agreement, including contact information (include sub-grantee entering agreement within Group 1 and 2 port areas under FA process)
	 Identify the organization's primary point of contact for management of the project(s) Ownership or Operation:
	 Identify whether the applicant is: (1) a private entity; (2) a state or local agency; or (3) a consortium composed of local stakeholder groups (i.e., river groups, ports, or terminal associations) representing federally regulated ports, terminals, US inspected passenger vessels or ferries.
	 Role in providing layered protection of regulated entities (applicable to State or local agencies, consortia and associations only):
	o Describe your organization's specific roles, responsibilities and activities in delivering layered protection
	 Important features: Describe any operational issues you deem important to the consideration of your application (e.g., interrelationship of your operations with other eligible high-risk ports, etc.)





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

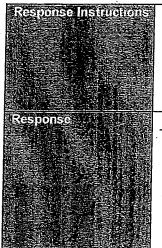
The San Francisco Fire Department is the only fire department in the region that has a 24/7 staffed Type 1 fireboat that provides service for three of the four Group 1 ports in the region. (SF, Oakland and Richmond). The SFFD provides support for Marine related incidents.

II. Strategic and Program Priorities

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

II.B. Describe how the In Plan or COTP Priori	vestment will address ties (how it correspon	one or more of the P ds with PRMP for Gro	SGP priorities and Arup I and II)	ea Maritime Security
Company of the second s				
		• •	·	





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

This investment addresses the following PSGP priorities:

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

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



III. Impact

III.A. Describe how the	project offers the highest risk reduction potential at the least cost.
Response Type	Narrative
Page Limit	
Response Instructions	Discuss how the project will reduce risk in a cost effective manner Discuss how this investment will reduce risk (e.g., reduce vulnerabilities or mitigate the consequences of an event) by addressing the needs and priorities identified in earlier analysis and review. For facility specific investments, the anticipated risk reduction in MSRAM should be included
Response	This project will increase our capabilities to save lives and property at night and in heavy smoke conditions during a fire. These cameras are responsible for saving hundreds of lives every year and will reduce some of our vulnerabilities that we face during night and firefighting operations in a marine environment. This is a low cost project that will provide a high level of risk reduction for the Bay Region.

Response Type	Narrative	
Page imit	Not to exceed ½ page	·*
Response Instructio	have similar capacity as the proposed project Include the number of existing capabilities within the port that are identical or each	
	proposed project	
Response	Currently there are no other agencies that have this capability in use in a marine e	environment.
Response		environment.



IV. Funding & Implementation Plan

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

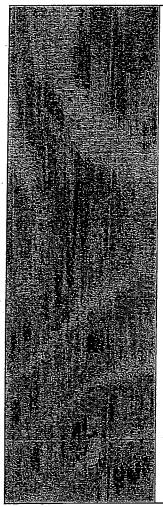
Note: Investments will be evaluated on the expected impact on security relative to the amount of the investment (i.e., cost effectiveness). An itemized Budget Detail Worksheet and Budget Narrative must also be completed for this investment. See following section for a sample format.

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

IV.A. Investment Funding Plan	Request	PSGP Total	(Cash or In-Kind)	Grand Total
Maritime Domain Awareness				
IED and WMD Prevention, Protection, Response and Recovery Capabilities	\$20,000.00	1	\$0.00 Requesting Waiver	\$20,000.00
Training				
Exercises				
TWIC Implementation		-		
V&A		•		
Total	\$20,000.00		\$0.00	\$20,000.00

Response Type							
Page Limit							
Response Instructions	 Only include major milestones that are critical to the success of the Investment Milestones are for this discrete Investment – those that are covered by the requested FY 2007 PSGP funds and will be completed over the 36-month grant period starting from the award date, giving consideration for review and approval process up to 12 months (estimate 24 month project period) Milestones should be kept to high-level, major tasks that will need to occur (i.e. Design and development, begin procurement process, site preparations, installation, project completion, etc.) List any relevant information that will be critical to the successful completion of the milestone (such as those examples listed in the question text above) 						
Response	 July 10, 2009 Submit IJ to SF Bay Pre-Screening Committee. If approved, begin procurement process. Develop Standard Operating Guidelines for cameras. (September 2009) Develop Training and Implementation Plan. (October 2009) Receive Equipment. (November 2009) Train and Exercise with Equipment. (December 2009) Final Implementation (January 2010) Project completion (February 2010) 						





IJ Budget Detail Worksheet:
(Pursuant to FY 07 B IJ Grant "Plan Implementation Guidance") NO XXX)

A. Personnel (Applicable: YES

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TOTAL:		
B. Fringe Benefits (Application	able: YES NO XXX)	
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TOTAL:			
TOTAL.			

C. Travel	(Applicable:	YES N	(O XXX)		•
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Local Travel (POV)	SF Bay Region	Mileage			
Per Diem/Food	SF Bay Region	Per Day			
TOTAL:			!		
			0)		
Meety		MENTERAGE	<u> </u>	COST	
Thermal Imagin	ng			\$25,000	
Cameras	700,000,00]
COTAL:S	\$20,000.00				
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E. Supplies	(Applicable:		NO XXX)	o A Value	1
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Consultant Name UB-TOTAL: Consultant Expenses Item N/A UB-TOTAL: Contracts UB-TOTAL: ddget Narrative: (Propove): NONE – N/A OTAL:	\$0.00 Solvide a narrative but	ers/ices	Computation Cost \$0.00 eation for each of the	\$0.00	l under Section



H. Indirect Costs (Applicable: YES NO XXX)

| Description | Conquitation | Cost |
| N/A |

TOTAL:



BUDGET SUMMARY:

BUDGET CATEGORY	FEDERAL AMOUNT	NON-FEDERAL AMOUNT
A D1		
A. Personnel		\$0.00
B. Fringe Benefits	,	\$0.00
C. Travel		\$0.00
D. Equipment	\$20,000.00	\$0.00
E. Supplies		\$0.00
F. Consultants/Contracts		\$0.00
G. Other (M&A)		\$0.00
Total Direct Costs	\$20,000.00	\$0.00
H. Indirect Costs		\$0.00
TOTAL PROJECT	\$20,000.00	\$0.00
COSTS		
Federal Request	\$20,000.00	(Waiver
<u> </u>		Requested)
Non-Federal Amount		\$0.00



A. Environmental & Historic Preservation (EHP) (Check as Applicable) Negative Declaration: Yes ☑ No □

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

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

B. Waiver Request: Yes ☑ No □

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

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

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

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



Acknowledgement of IJ Submitter:

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

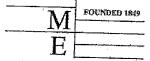
Signed: Boulem O Sang

Date: 07-23-09

Print Name: Brendan O'Leary

ATTACHMENT "B"

PROCUREMENT AND PURCHASING POLICIES AND PROCEDURES WAIVER



MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION

505 Beach Street, Suite 300 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 2nd Street San Francisco CA 94107

RE: Port Security Grant Program (PSGP)

SFMX PSGP Procurement and Purchasing Policies and Procedures Requirement

Dear Mark:

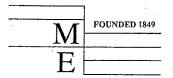
All Sub-Grantee Agreements require that any recipient of PSGP funds must follow the guidelines established in the SFMX PSGP Procurement and Purchasing Policies and Procedures document. As stated in Section 3 of the Sub Grantee Agreement, waiver of this requirement can be made if the Sub Grantee can demonstrate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

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

Sincerely,

Rob Strahan

Chief Financial Officer



MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION

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

January 17, 2011

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

RE:

PSGP FY 2007 Supplemental Program – Grant Award #2007-GB-T7-K274

SF Bay Region IJ Project #13 - San Francisco Fire Department - Personal Water Craft

for Marine Response

(Federal Match Value: \$25,000.00 USD)

Dear Mark:

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

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

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

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

I look forward to working with you.

Sincerel

Captain Lynn Korwatch

Executive Director

Marine Exchange of the San Francisco Bay Region

SUB-GRANTEE AGREEMENT Between

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

And

THE SAN FRANCISCO FIRE DEPARTMENT

As SUB-GRANTEE (SG)

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

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

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

WHEREAS, the Sub-Grantee will be planning, developing and executing their Project as defined by their Investment Justification (IJ) package as described in Attachment "A" of this Agreement. The IJ's have been submitted to the FA; validated by United States Coast Guard (USCG) Sector San Francisco and approved by FEMA for a sub-grant which is not to exceed U.S. \$25,000; and

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

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

ACCORDINGLY, the parties agree as follows:

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

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

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

If to the Marine Exchange:

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

If to Sub-Grantee:

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

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

The Marine Exchange of the San Francisco Bay Region

Captain Lynn Korwatch

Its: Executive Director

Sub-Grantee Organization

Joanne Hayes-White

Chief of Department,

San Francisco Fire Department

Dated:

Approved as to Form

Dennis J. Herrera City Attorney

Alicia Ĉabrera

Deputy City Attorney

ATTACHMENT "A"

FINAL APPROVED PROJECT INVESTMENT JUSTIFICATION AND BUDGET



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

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

I. Background

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

Response Type	Narrative Narrative
Page Limit	Not to exceed 1 page
Response Instruction	
	organization • Point(s) of contact for organization (include contact information): • Identify the organization's Authorizing Official for entering into grant agreement, including contact information (include sub-grantee entering agreement within Group 1 and 2 port areas under FA process)
	 o Identify the organization's primary point of contact for management of the project(s) Ownership or Operation: o Identify whether the applicant is: (1) a private entity; (2) a state or local agency; or (3) a consortium composed of local stakeholder groups (i.e., river groups, ports, or terminal associations) representing federally regulated ports, terminals, US inspected passenger vessels or ferries.
	 Role in providing layered protection of regulated entities (applicable to State or local agencies, consortia and associations only): o Describe your organization's specific roles, responsibilities and activities in delivering layered protection Important features:
	o Describe any operational issues you deem important to the consideration of your application (e.g., interrelationship of your operations with other eligible high-risk ports, etc.)





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

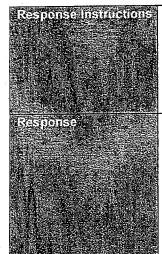
The San Francisco Fire Department is the only fire department in the region that has a 24/7 staffed Type 1 fireboat that provides service for three of the four Group 1 ports in the region. (SF, Oakland and Richmond). The SFFD provides support for Marine related incidents.

II. Strategic and Program Priorities

-Response Type		
Page Limit	Not to exceed 1 page	
Response Instructions	Provide a succinct statement summarizing this Investment	
Response	This project would be to purchase two Personal Water Craft (PWC) and a trailer to enhamarine response capabilities.	nce our
		· .

II.B. Describe how the In Plan or COTP Priori	vestment will addre	ess one or mor	e of the PSGP prid	orities and Area Maritir	ne Security
Response Type	Narrative				and the state of the state of the
Page Limit	Not to exceed 1 pag	е			





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

This investment addresses the following PSGP priorities:

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

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



III. Impact

III.A. Describe how the	project offers the highest risk reduction potential at the least cost.
Response Type	Narrative
Fage Limit	Not to exceed ½ page
Response Instructions	Discuss how the project will reduce risk in a cost effective manner Discuss how this investment will reduce risk (e.g., reduce vulnerabilities or mitigate the consequences of an event) by addressing the needs and priorities identified in earlier analysis and review. For facility specific investments, the anticipated risk reduction in MSRAM should be included
Response	Personal Water Crafts (PWC) have proven to be a very effective platform for marine safety and rescue. From surf to swift water and floods these small vessels have saved hundreds of lives and are used by public safety agencies all over the world. SF Bay has numerous areas that are not accessible due to shallow water or confined space such as under a pier. PWC allow rescuers and responders to operate safely in these vulnerable areas. The PWC can be deployed anywhere in the region via a trailer to assist with any marine emergency that may occur. This is a low cost project that will provide a high level of risk reduction for the Bay Region.

Response Type	
Page Limit	Not to exceed ½ page
Response Instruction	 Describe how many agencies within the port have existing equipment that are the same or have similar capacity as the proposed project Include the number of existing capabilities within the port that are identical or equivalent to the proposed project
Response	Currently the watercrafts are being used by some local law enforcement agencies for inspecting critical infrastructure.



IV. Funding & Implementation Plan

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

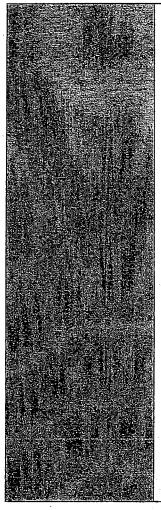
Note: Investments will be evaluated on the expected impact on security relative to the amount of the investment (i.e., cost effectiveness). An itemized Budget Detail Worksheet and Budget Narrative must also be completed for this investment. See following section for a sample format.

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

IV.A. Investment Funding Plan	FY 2007 PSGP Request Total	Match (Cash or In-Kind)	Grand Total
Maritime Domain Awareness			
IED and WIMD Prevention, Protection	\$25,000.00	\$0.00	\$25,000.00
Response and Recovery Capabilities		Requesting Waiver	
Training			
Exercises			
TW/CImplementation			
M&A			
A TOTAL STATE OF THE STATE OF T	\$25,000.00	\$0.00	\$25,000.00

Response Type	
Fage Limit	Not to exceed 1 page
Response Instructions	 Only include major milestones that are critical to the success of the Investment Milestones are for this discrete Investment – those that are covered by the requested FY 2007 PSGP funds and will be completed over the 36-month grant period starting from the award date, giving consideration for review and approval process up to 12 months (estimate 24 month project period) Milestones should be kept to high-level, major tasks that will need to occur (i.e. Design and development, begin procurement process, site preparations, installation, project completion, etc.) List any relevant information that will be critical to the successful completion of the milestone (such as those examples listed in the question text above)
Response	 July 10, 2009 Submit IJ to SF Bay Pre-Screening Committee. If approved, begin procurement process. Develop Standard Operating Guidelines for the boats. (September 2009) Develop Training and Implementation Plan. (September 2009) Receive Equipment. (December 2009) Train and Exercise with Equipment. (January 2010) Final Implementation (February 2010) Project Completion (March 2010)





IJ Budget Detail Worksheet:
(Pursuant to FY 07 B IJ Grant "Plan Implementation Guidance")
A. Personnel (Applicable: YES NO XXX)

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							7				
							•				
OTAL:			<u> </u>					4			
. Fringe I	Benefits	(Applic	able:	YES	NO	XXX)	•			
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. Fringe I	Benefits	(Application)	able:	YES	NO UEAU	XXX)	<u>M</u>), [
. Fringe I	Benefits	(Application	able:	YES	NO (UEAS)	XXX)	<u>(G</u>	<u>DST</u>		



TOTAL: YES NO XXX) C. Travel (Applicable: Computation Cost Location Travel Policy Item Purpose of Travel Source SF Bay Region Mileage Local Travel (POV) SF Bay Region Per Day Per Diem/Food TOTAL: D. Equipment (Applicable: YES XXX NO) PEN COST COMPUTATION \$25,000 Personal Water Craft & Trailer \$25,000 TOTAL: (Applicable: YES NO XXX) E. Supplies COST COMPUTATION HEM TOTAL: F. Consultant/Contracts (Applicable: YES NO XXX) **Consultant Fees** Computation Cost Consultant Name Provided Services SUB-TOTAL: Consultant Expenses Computation rfem Location Cost \$0.00 N/A \$0.00 SUB-TOTAL: **Contracts** Item €ost \$0.00 N/A \$0.00 SUB-TOTAL: Budget Narrative: (Provide a narrative budget justification for each of the elements identified under Section F above): NONE - N/A \$0.00 TOTAL:

G. Other Costs (Applicable:	YES NO XXX)	
Descention	Computation	Cost
Allowable M&A	Included with equipment	
TOTAL:		



H. Indirect Costs (Applicable: YES NO XXX)

Description Computation Cost

N/A

TOTAL:



BUDGET SUMMARY:

BUDGET CATEGORY	FEDERAL AMOUNT	NON-FEDERAL AMOUNT
A. Personnel		\$0.00
B. Fringe Benefits		\$0.00
C. Travel		\$0.00
D. Equipment	\$25,000.00	\$0.00
E. Supplies		\$0.00
F. Consultants/Contracts		\$0.00
G. Other (M&A)		\$0.00
Total Direct Costs	\$25,000.00	\$0.00
H. Indirect Costs		\$0.00
TOTAL PROJECT	\$25,000.00	\$0.00
COSTS		
00212		
Federal Request	\$25,000.00	(Waiver
		Requested)
Non-Federal Amount		\$0.00



A. Environmental & Historic Preservation (EHP) (Check as Applicable) Negative Declaration: Yes ☑ No □

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

Assistant Deputy Chief Brendan O'Leary	San Francisco Fire D	07-23-09		
Submitter Name	Organization		Date	
Brdan O Ly				
Signature				

B. Waiver Request: Yes ☑ No □

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

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

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

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



Acknowledgement of IJ Submitter:

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

Signed: Brown O'hay

Date: <u>07-23-09</u>

Print Name: Brendan O'Leary

ATTACHMENT "B"

PROCUREMENT AND PURCHASING POLICIES AND PROCEDURES WAIVER

MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION

505 Beach Street, Suite 300 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 2nd Street San Francisco CA 94107

RE: Port Security Grant Program (PSGP)

SFMX PSGP Procurement and Purchasing Policies and Procedures Requirement

Dear Mark:

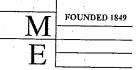
All Sub-Grantee Agreements require that any recipient of PSGP funds must follow the guidelines established in the SFMX PSGP Procurement and Purchasing Policies and Procedures document. As stated in Section 3 of the Sub Grantee Agreement, waiver of this requirement can be made if the Sub Grantee can demonstrate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

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

Sincerely,

Rob Strahan

Chief Financial Officer



MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION

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

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

January 17, 2011

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

RE:

PSGP FY 2007 Supplemental Program – Grant Award #2007-GB-T7-K274

SF Bay Region IJ Project #16 - San Francisco Fire Department - Managed Bay Coastal

Monitoring System

(Federal Match Value: \$25,000.00 USD)

Dear Mark:

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

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

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

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

I look forward to working with you.

Sincerely,

Captain/Lynn Korwatch Executive Director

Marine Exchange of the San Francisco Bay Region

SUB-GRANTEE AGREEMENT Between

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

And

THE SAN FRANCISCO FIRE DEPARTMENT

As SUB-GRANTEE (SG)

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

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

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

WHEREAS, the Sub-Grantee will be planning, developing and executing their Project as defined by their Investment Justification (IJ) package as described in Attachment "A" of this Agreement. The IJ's have been submitted to the FA; validated by United States Coast Guard (USCG) Sector San Francisco and approved by FEMA for a sub-grant which is not to exceed U.S. \$25,000; and

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

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

ACCORDINGLY, the parties agree as follows:

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

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

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

If to the Marine Exchange:

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

If to Sub-Grantee:

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

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

The Marine Exchange of the San Francisco Bay Region

Its: Executive Director

Dated: 4 -

Sub-Grantee Organization

Joanne Hayes-White

Chief of Department, 05 02 11

San 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



Formal PSGP Investment Justification Template (FY 2007 Supplemental) 37 + 16

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

I. Background

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

I. Provide an overview	of the port system in which this Investment will take place
Response Type	Narrative
Page Limit	Not to exceed 1 page
Response Instructions	 o Identify COTP Zone o Identify eligible port area o Identify exact location of project site (i.e. physical address of facility being enhanced) o Identify who the infrastructure (project site) is owned or operated by, if not by your own
	 organization Point(s) of contact for organization (include contact information): ldentify the organization's Authorizing Official for entering into grant agreement, including contact information (include sub-grantee entering agreement within Group 1 and 2 port areas under FA process) Identify the organization's primary point of contact for management of the project(s)
	 Ownership or Operation: Identify whether the applicant is: (1) a private entity; (2) a state or local agency; or (3) a consortium composed of local stakeholder groups (i.e., river groups, ports, or terminal associations) representing federally regulated ports, terminals, US inspected passenger vessels or ferries.
	 Role in providing layered protection of regulated entities (applicable to State or local agencies, consortia and associations only): o Describe your organization's specific roles, responsibilities and activities in delivering layered protection Important features:
	o Describe any operational issues you deem important to the consideration of your application (e.g., interrelationship of your operations with other eligible high-risk ports, etc.)



Response

- Area of Operations: San Francisco Bay Region
- o COTP Zone: San Francisco Bay
- o Eligible port area: Port of San Francisco
- o Location of project site: Pier 22 1/2, San Francisco, California.
- o Infrastructure ownership: Port of San Francisco / San Francisco Fire Department
- Point(s) of contact for organization:
 - o SF Bay Region PSGP Fiduciary Agent:
 - Capt. Lynn Korwatch 415-441-5045 korwatch@sfmx.org
 - o Primary point of contact for management of the project(s):
 ADC Brendan O'Leary 415-558-3680 brendan.o'leary@sfgov.org
- Ownership or Operation:
 - o Applicant is: Local Agency
- Role in providing layered protection of regulated entities (applicable to State or local agencies, consortia and associations only):
 - o The San Francisco Fire Department provides prevention, protection and response for the Bay Region in the areas of: Firefighting, EMS, Hazardous Materials, Marine Safety and Marine Rescue.
- · Important features:

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

II. Strategic and Program Priorities

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

II.B. Describe how the In	vestment will address	one or more of the PS	SGP priorities and	Area Maritime	Security
Plan or COTP Priori		is with PRMP for Gro	up I and II)		
Response Type					
Page Limit	Not to exceed 1 page				



Response Instructions	Describe how, and the extent to which, the investment addresses: o Enhancement of Maritime Domain Awareness o Enhancement of IED and WMD prevention, protection, response and recovery capabilities o Training and exercises o Efforts supporting the implementation of TWIC Area Maritime Security Plan and/or Captain of the Port Priorities
Response	This investment addresses the following PSGP priorities: o Enhancement of Maritime Domain Awareness o Enhancement of IED and WMD prevention, protection, response and recovery capabilities o Training and exercises
	This investment aligns with the Area Maritime Security Plan and Captain of the Port Priorities



III. Impact

III.A. Describe how the p	project offers the highest risk reduction potential at the least cost.
Response Type	Narrative
Retail Emilia	Not to exceed ½ page
Response Instructions	Discuss how the project will reduce risk in a cost effective manner Discuss how this investment will reduce risk (e.g., reduce vulnerabilities or mitigate the consequences of an event) by addressing the needs and priorities identified in earlier analysis and review. For facility specific investments, the anticipated risk reduction in MSRAM should be included
Response	This project provides officers the capability of receiving vision of maritime traffic in the bay area which can be utilized in deploying resources to prevent and deter nefarious behavior and detect anomalies in ship traffic patterns. This system will give officers the ability to magnify targets to identify vessels and suspects and survey areas of interest to identify potential threats. This system will reduce the risk of loss or injury to any and all government and civilian vessels and personnel by utilizing a common operational picture provided through a well positioned camera. This project offers a high level of risk reduction and situational awareness at a very affordable price

III.B. Describe current c Response Type	apabilities similar to this Investment Narrative
Page Limit	Not to exceed 1/2 name
Response instructions	
Response	Currently the USCG has a camera system in use on the bay. The SFFD does not have access to the system. The SFPD is also requesting a similar system. The goal is to be able to link the systems together to enhance joint operations.



IV. Funding & Implementation Plan

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

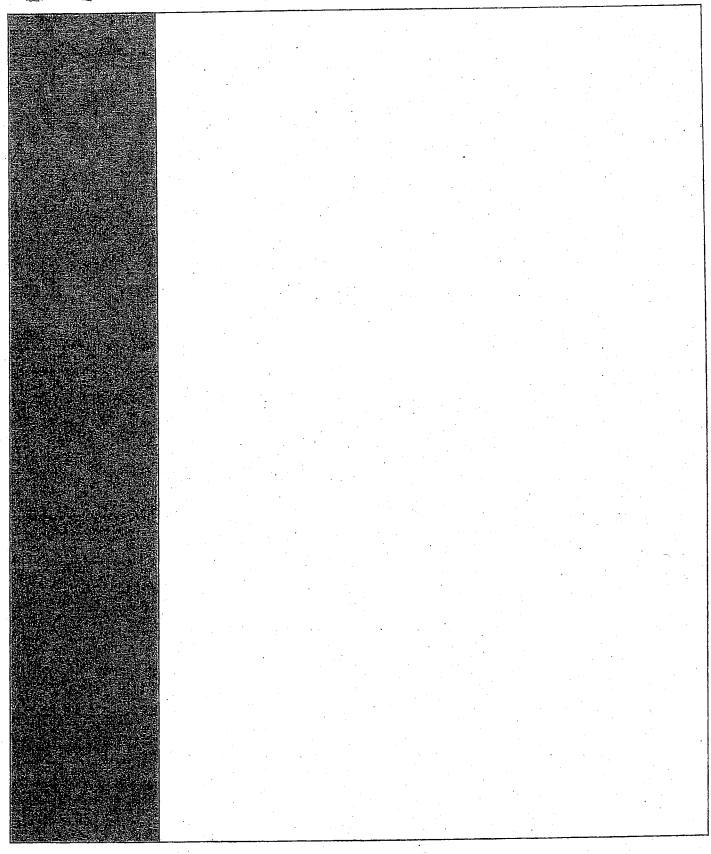
Note: Investments will be evaluated on the expected impact on security relative to the amount of the investment (i.e., cost effectiveness). An itemized Budget Detail Worksheet and Budget Narrative must also be completed for this investment. See following section for a sample format.

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

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

Response Type	stones may be provided. Narrative
age Limit	
	 Only include major milestones that are critical to the success of the Investment Milestones are for this discrete Investment – those that are covered by the requested FY 2007 PSGP funds and will be completed over the 36-month grant period starting from the award date, giving consideration for review and approval process up to 12 months (estimat 24 month project period) Milestones should be kept to high-level, major tasks that will need to occur (i.e. Design and development, begin procurement process, site preparations, installation, project completion etc.) List any relevant information that will be critical to the successful completion of the mileston (such as those examples listed in the question text above)
esponse	July 10, 2009 Submit IJ to SF Bay Pre-Screening Committee. If approved, begin procurement process.







TOTAL:

C. Travel	(Applicable:	YES I	NO XXX)			
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	SF Bay Region	Per Day				
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dget Narrative: (Prov	ide a narrative bu	ıdget justif	ication for each of	the elements idea	tified under S	ectio:
ve): NONE – N/A					e e e e e e e e e e e e e e e e e e e	
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. Other Costs (Appl	icable: YES	NO XXX	K)			
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Allowable M&A	Inc		equipment			
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Consultant Exper	ises	Device Control Control Control		Cost
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N/A				\$0.00
SUB-TOTAL:		\$0.00		
Contracts		. ·		
	Item		Cost	
	N/A		\$0.00	
SUB-TOTAL:		\$0.00		

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

TOTÁL: <u>\$0.00</u>

G. Other Costs (Applicable:	YES NO XXX)	Gost
Description	Combination	
Allowable M&A	Included with equipment	
TOTAL:	<u></u>	•

H. Indirect Costs (Applicabl	e: YES	NO XXX)	78 37
Description		Computation	 COSI
N/A			

TOTAL:



BUDGET SUMMARY:

BUDGET CATEGORY	FEDERAL AMOUNT	NON-FEDERAL AMOUNT
A. Personnel		\$0.00
B. Fringe Benefits		\$0.00
C. Travel		\$0.00
D. Equipment	\$25,000.00	\$0.00
E. Supplies		\$0.00
F. Consultants/Contracts		\$0.00
G. Other (M&A)		\$0.00
Total Direct Costs		\$0.00
H. Indirect Costs		\$0.00
TOTAL PROJECT		\$0.00
COSTS		
Federal Request	\$25,000,00	(Waiver Requested)
Non-Federal Amount		\$0.00



A. Environmental & Historic Preservation (EHP) (Check as Applicable) Negative Declaration: Yes ☑ No □

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

Brendan O'Leary	San Francisco Fire De	partment	07-22-09	· ·
Submitter Name	Organization		Date	
Bolo Oh				
Signature				

B. Waiver Request: Yes ☑ No □

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

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

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

Brendan O'Leary
Submitter Name
Organization
Organization
Organization
Organization
Organization
Organization
Organization



Acknowledgement of IJ Submitter:

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

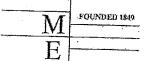
Signed: Bollow Ohy

Date: <u>07-22-09</u>

Print Name: <u>Brendan O'Leary</u>

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 2nd Street San Francisco CA 94107

RE: Port Security Grant Program (PSGP)

SFMX PSGP Procurement and Purchasing Policies and Procedures Requirement

Dear Mark:

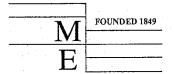
All Sub-Grantee Agreements require that any recipient of PSGP funds must follow the guidelines established in the SFMX PSGP Procurement and Purchasing Policies and Procedures document. As stated in Section 3 of the Sub Grantee Agreement, waiver of this requirement can be made if the Sub Grantee can demonstrate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

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

Sincerely,

Rob Strahan

Chief Financial Officer



ARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION

505 Beach Street, Suite 300 San Francisco, CA 94133-1131 phone: (415) 441-6600 fax: (415) 441-1025

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

January 17, 2011

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

RE:

PSGP FY 2007 Supplemental Program – Grant Award #2007-GB-T7-K274

SF Bay Region IJ Project #22 – San Francisco Fire Department – Marine Response

Towing Vehicle

(Federal Match Value: \$150,000.00 USD)

Dear Kyle:

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

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

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

I look forward to working with you.

Sincerely,

Captain Lynn Korwatch

Executive Director

Marine Exchange of the San Francisco Bay Region

SUB-GRANTEE AGREEMENT Between

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

And

THE SAN FRANCISCO FIRE DEPARTMENT

As SUB-GRANTEE (SG)

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

WHEREAS, the Sub-Grantee will be planning, developing and executing their Project as defined by their Investment Justification (IJ) package as described in Attachment "A" of this Agreement. The IJ's have been submitted to the FA; validated by United States Coast Guard (USCG) Sector San Francisco and approved by FEMA for a sub-grant which is not to exceed U.S. \$150,000; and

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

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

ACCORDINGLY, the parties agree as follows:

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

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

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

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

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

If to the Marine Exchange:

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

If to Sub-Grantee:

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

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

The Marine Exchange of the San Francisco Bay Region

Its: Executive Director

Sub-Grantee Organization

Joanne Hayes-White

Chief of Department, 05/02/11

San Francisco Fire Department

Dated:

Approved as to Form Dennis J. Herrera

City Attorney

Alicial Cabrera

Deputy City Attorney

ATTACHMENT "A"

FINAL APPROVED PROJECT INVESTMENT JUSTIFICATION AND BUDGET



Formal PSGP Investment Justification Template (FY 2007 Supplemental)

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

I. Background

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

I. Provide an overview	of the port system in which this Investment will take place
Response Type	Narrative
Page Limit	Not to exceed 1 page
Response Instructions	 Area of Operations: Identify COTP Zone Identify exact location of project site (i.e. physical address of facility being enhanced) Identify exact location of project site) is owned or operated by, if not by your own organization Point(s) of contact for organization (include contact information): Identify the organization's Authorizing Official for entering into grant agreement, including contact information (include sub-grantee entering agreement within Group 1 and 2 port areas under FA process) Identify the organization's primary point of contact for management of the project(s) Ownership or Operation: Identify whether the applicant is: (1) a private entity; (2) a state or local agency; or (3) a consortium composed of local stakeholder groups (i.e., river groups, ports, or terminal associations) representing federally regulated ports, terminals, US inspected passenger vessels or ferries. Role in providing layered protection of regulated entities (applicable to State or local agencies, consortia and associations only): Describe your organization's specific roles, responsibilities and activities in delivering layered protection Important features: Describe any operational issues you deem important to the consideration of your application (e.g., interrelationship of your operations with other eligible high-risk ports, etc.)



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

The San Francisco Fire Department is a member of the newly formed Sector SF Marine Firefighting Task Force. This is a regional response Task Force that will require response vehicles to carry personnel and equipment to effectively respond and manage to incidents in the region.

II. Strategic and Program Priorities

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

Plan or COTP Prior	vestment will address one or more of the PSGP priorities and Area ties (how it corresponds with PRMP for Group I and II)	Maritime Security
Response Type	Narrative	
Page Limit	Not to exceed 1 page	





Response instructions.	
Response	

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

This investment addresses the following PSGP priorities:

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

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







III. Impact

III.A. Describe how the	project offers the highest risk reduction potential at the least cost.
Response Type	Narrative
Page Limit	Not to exceed ½ page
Response instructions	Discuss how the project will reduce risk in a cost effective manner Discuss how this investment will reduce risk (e.g., reduce vulnerabilities or mitigate the consequences of an event) by addressing the needs and priorities identified in earlier analysis and review. For facility specific investments, the anticipated risk reduction in MSRAM should be included
Response	The SFFD along with other agencies in the region have several oil spill response trailers and vessels that can be transported to various launch and recovery locations in support of surveillance, inspection and response activities.
	Currently SFFD does not have dedicated response vehicles that are always available to move the trailers and associated response assets. These response vehicles will have multiple uses not only with its towing capability but with the specialized equipment and personnel it can also carry. The second response vehicle will be an SUV fully outfitted to provide on site incident management at any marine related incident in the region. The marine response command vehicle will also be equipped with a tow package to act as a prime mover if needed.

Response Type	apabilities similar to this Investment Narrative
Page Limit	
Response Instructions	 Describe how many agencies within the port have existing equipment that are the same or have similar capacity as the proposed project Include the number of existing capabilities within the port that are identical or equivalent to the proposed project
Response	Currently there are several agencies that have vehicles assigned for marine response for towing their vessels and equipment but none assigned to or controlled by the SFFD for marine response. There are far more trailers than tow vehicles. As far as the marine response command vehicle there is no dedicated marine response IC vehicle for the SF bay region.



IV. Funding & Implementation Plan

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

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

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

IV.A. Investment Funding Plan	FY 2007 PSGP Request Total	Match Regional (Cash or In-Kind)	Grand Total
Maritime Domain Awareness			
IED and WMD Prevention, Protection, Response and Recovery Capabilities	\$150,000.00	\$50,000.00	\$200,000.00
Training			,
Exercises			
TWIC Implementation			
M&A			
Total	\$150,000.00	\$50,000.00	\$200,000.00

REQUIRED MATCH WILL BE MEET USING FA DISCRETIONARY REGIONAL MATCH FUNDS

Response Type	Narrative					
Page Limit						
Response Instructions	ly include major milestones that are critical to the success of the Investment estones are for this discrete Investment – those that are covered by the requested FY 07 PSGP funds and will be completed over the 36-month grant period starting from the ard date, giving consideration for review and approval process up to 12 months (estimate month project period)					
	 Milestones should be kept to high-level, major tasks that will need to occur (i.e. Design and development, begin procurement process, site preparations, installation, project completion, etc.) List any relevant information that will be critical to the successful completion of the milestone (such as those examples listed in the question text above) 					
Response	 July 29, 2010 Submit IJ to SF Bay Pre-Screening Committee. When FEMA approved, begin procurement process (January 2011) Develop Standard Operating Guidelines for the vehicles. (January 2011) Develop Training and Implementation Plan. (January 2011) Receive Equipment. (April 2011) Acceptance Testing with Equipment. (May 2011) Final Implementation (June 2011) Project Completion (July 2011) 					



Acknowledgement of IJ Submitter:

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

Date: <u>07-29-10</u> Print Name: <u>ADC Mark Kearney</u>

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 2nd Street San Francisco CA 94107

RE: Port Security Grant Program (PSGP)

SFMX PSGP Procurement and Purchasing Policies and Procedures Requirement

Dear Mark:

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

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

Sincerely,

Rob Strahan

Chief Financial Officer

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