

LOS ANGELES FIRE COMMISSION

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FIRE COMMISSIONERS

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INDEPENDENT ASSESSOR

EXECUTIVE OFFICE
200 NORTH MAIN STREET, ROOM 1840
LOS ANGELES, CA 90012

(213) 978-3838 PHONE
(213) 978-3814 FAX

October 8, 2014

Honorable Members of the City Council
City of Los Angeles
City Hall, Room 395
Attention: City Clerk

Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
Attention: Mandy Morales, Legislative Coordinator

[BFC 14-104] – 2013 FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) URBAN SEARCH AND RESCUE TASK FORCE COOPERATIVE AGREEMENT FUND TRANSFER REQUEST, COUNCIL FILE 13-1618, FY 2014-15

At its meeting of October 7, 2014, the Board of Fire Commissioners approved a fund transfer request to the 2013 FEMA Urban Search and Rescue Task Force Cooperative Agreement. The report is hereby transmitted concurrently to the Mayor and City Council for review and approval.

Should you need additional information, please contact the Board of Fire Commissioners office at 213-978-3838.

Sincerely,

Leticia Gómez
Commission Executive Assistant

Attachment

cc: Board of Fire Commissioners
Fire Chief Terrazas

RECEIVED - R 11/15/14

APPROVED: 10/7/14

October 7, 2014

BOARD OF FIRE COMMISSIONERS

BY: *[Signature]*
COMMISSION EXECUTIVE ASSISTANT

LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS
FIRE CHIEF

September 26, 2014

BOARD OF FIRE COMMISSIONERS
FILE NO. 14-104

TO: Board of Fire Commissioners

FROM: Ralph M. Terrazas, Fire Chief *[Signature]*

SUBJECT: 2013 FEMA URBAN SEARCH & RESCUE TASK FORCE COOPERATIVE AGREEMENT COUNCIL FILE 13-1618 FUND TRANSFER REQUEST
FY 2014-15

FINAL ACTION:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

SUMMARY

On April 4, 1993, the Mayor and City Council authorized the Los Angeles Fire Department (LAFD) to execute a Memorandum of Agreement (MOA) with the Governor's Office of Emergency Services and the Federal Emergency Management Agency (FEMA). These actions established LAFD as a sponsoring agency and host of a FEMA Urban Search and Rescue (US&R) Task Force, California Task Force 1 (CA-TF 1). Through the MOA, FEMA supports CA-TF 1 annually using a Cooperative Agreement (attached) to fund the program. The Agreement supports an equipment cache, CA-TF 1 member training, and full-time personnel to manage the cache and administrate CA-TF 1's US&R program.

FEMA's ongoing method of supporting US&R Task Forces throughout the country is by funding Cooperative Agreement Grants to sponsoring agencies for necessary equipment, training, supplies, and program administration costs. On February 11, 2014, the Council accepted a FEMA Cooperative Agreement Grant (EMW-2013-CA-K00017) in the amount of \$1,251,154 for a term of October 1, 2013 through March 31, 2015 (C.F. 13-1618).

As of June 30, 2014, \$717,393 remained available for spending in FY 2014-15 to cover salaries, personnel training, contractual services, travel, supplies and purchase of necessary equipment for the program operations. The performance period for this grant spans over two fiscal years; therefore, a fund transfer is necessary to complete the goals of this grant.

The amount spent this past Fiscal Year paid for the salaries and fringe benefits of three (3) resolution authorities: two (2) Captain I positions, and one (1) Management Analyst II position. Our CA-TF 1 training was provided using V-hours paid for by the 2013 FEMA Grant in order to maintain the skill levels of the rostered Task Force members. Travel expenses and the procurement and maintenance expenses of the Task Force equipment cache were also paid out of these grant funds.

The Agreement's funding mechanism uses a "draw-down" system where the LAFD loans funds from its existing general fund accounts for CA-TF 1 expenditures, which is reimbursed by drawing down from the grant award and reimbursing LAFD accounts. The Agreement does not require a cost-share by either the Department or City. All grant mandated expenditures shall be reimbursed from the FEMA US&R account in a timely, on-going basis, as expenditures are processed according to City procedures.

RECOMMENDATIONS

That the Board:

1. Approve and transmit the report to the Mayor and the City Clerk for Committee consideration and City Council approval.

It is also respectfully recommended that the Board request that the Mayor and City Council:

2. Authorize the Controller to transfer \$283,655 from Department 38, Fund 100, Account 001012 (Salaries Sworn) to Department 38, Fund 335, Account 38013R, to support the necessary expense and purchase of equipment items that will be reimbursed by the FEMA grant.
3. Authorize the Fire Chief, or his designee, to deposit the FEMA grant funds received under this cooperative agreement into Department 38, Fund 335, Account 38013R (Fire Department Grants) and appropriate back to Department 38, Fund 100, Account 001012 (Salaries Sworn) as reimbursements are received.
4. Authorize the Controller to transfer FEMA grant funds up to \$368,553, from Department 38, Fund 335, Account 38013R to Department 38, Fund 100, Account 001012 (Salaries Sworn), Account 001010 (Salaries General), and Account 001098 (Variable Staffing) based on the LAFD submissions to the Office of the City Administrative Officer (CAO) documenting actual costs incurred for this FEMA US&R no-match Cooperative Agreement Program through March 31, 2015.
5. Authorize the Controller to transfer FEMA grant funds up to \$15,000 from Department 38, Fund 335, Account 38013R to Department 38, Fund 100, Account 001012 (Salaries Sworn) as reimbursement for travel expenses advanced by the General Fund, based on submission by LAFD of actual costs incurred for personnel travel under this FEMA US&R no match Cooperative Agreement Program through March 31, 2015.
6. Authorize the Fire Chief, or his designee, to deposit FEMA grant funds received under this grant (estimated at \$50,185) into Department 38, Fund 100, Account 005346 for fringe benefits upon submission of proper documentation by the LAFD of actual costs incurred from the continued development and maintenance of US&R Response System resources through March 31, 2015.

7. Authorize the Controller to transfer the uncommitted balance of advanced funds as of June 1, 2015, from Department 38, Fund 335, Account 38013R to Department 38, Fund 100, Account 001012 (Salaries Sworn) to meet payroll needs.

FISCAL IMPACT

The LAFD needs to transfer \$283,655 from Department 38, Fund 100, Account 001012 (Salaries Sworn) to Department 38, Fund 335, and Account 38013R, to support the expense and equipment purchases necessary for the program's operations in Fiscal Year 2014-15. The remaining grant funds are salary, fringe benefit and travel expenses covering program administration and training costs. Costs for salaries up to \$386,553 will be paid directly from, and be reimbursed to the various Salary Accounts; travel expenses up to \$15,000 will be reimbursed to Sworn Salaries Account 001012 and fringe benefit costs up to \$50,185 will be reimbursed to Department 38, Fund 100, Account 005346.

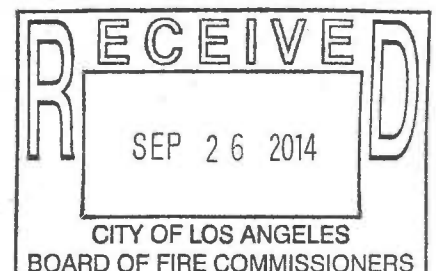
The 2013 Cooperative Agreement is a fully reimbursable, "draw-down" grant with no cost-share. There is no long-term fiscal impact.

CONCLUSION

As the sponsoring agency of a US&R Task Force, CA-TF 1, the LAFD receives annual grants to support, maintain, and enhance CA-TF 1's readiness. The report recommendations are necessary to ensure appropriate accounting and financial procedures are in place to allow the LAFD to expend the grant funds. This is a no-match reimbursement grant of \$1,251,154 of which \$717,393 remains available for salaries, expenses and equipment in FY2014-15.

Board report prepared by Amabel Torres, Management Aide, Administrative Services Bureau.

Attachment



CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 07/02/2013

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Fire Department

CONTACT PERSON: Mary Reuschel PHONE: 818-756-9677

CONTRACT NO.: C-122495 COUNCIL FILE NO.: 10-2283-S1

ADOPTED BY COUNCIL: 08/11/2011
DATE

NEW CONTRACT _____
AMENDMENT NO. _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____

APPROVED BY BPW: _____
DATE

CONTRACTOR NAME: U.S. Dept. of Homeland Security

TERM OF CONTRACT: _____ THROUGH: _____

TOTAL AMOUNT: _____

PURPOSE OF CONTRACT:

Updated Agreement (MOA) between DHS, acting through FEMA, State of California and the City of Los Angeles Fire Department, the Sponsoring Agency of CA-TF1 for the National Urban Search and Rescue Response System.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET



**MEMORANDUM OF AGREEMENT
FOR PARTICIPATION IN
THE NATIONAL URBAN SEARCH & RESCUE RESPONSE SYSTEM**

Memorandum of Agreement between the U.S. Department of Homeland Security, acting through the Federal Emergency Management Agency, the State of California, and the Los Angeles Fire Department, the Sponsoring Agency of California Task Force 1, regarding participation in the National Urban Search & Rescue Response System.

I. PARTIES

The parties to this Agreement are the Department of Homeland Security, acting through the Federal Emergency Management Agency, the State of California, and the Los Angeles Fire Department, the Sponsoring Agency of California Task Force 1.

II. AUTHORITY

This Agreement is authorized under the Homeland Security Act as amended (6 U.S.C. §§ 101 *et seq.*); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121-5206); and the National Urban Search & Rescue Response System Interim Final Rule, 70 Fed. Reg. 9182 (Feb. 24, 2005), codified at 44 CFR Part 208. (Upon the effective date of a Final Rule, the Final Rule will supersede the cited Interim Final Rule and its provisions shall prevail over any contrary provisions of the Interim Final Rule.)

III. PURPOSE

This Agreement sets forth responsibilities with respect to participation in the National Urban Search & Rescue Response System.

IV. DEFINITIONS

A. DHS means the Department of Homeland Security.

FEMA means the Federal Emergency Management Agency, an operational component of DHS.

FEMA-Sanctioned Training or Exercise means a training session or exercise sponsored by an organization other than FEMA, which has received FEMA approval.

Regulations means the National Urban Search & Rescue Response System regulations published at 44 CFR Part 208.

Preparedness Cooperative Agreement means a Preparedness Cooperative Agreement as defined in Section 208.2 of the Regulations.

Stafford Act means the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121-5206).

System Resources means System Members, canines, tools and equipment maintained by a Sponsoring Agency, Participating Agency, or Affiliated Personnel for use as part of the System.

Task Force Program Manager means the person designated by the Sponsoring Agency to be responsible for the day-to-day administration and management of the Task Force.

- B. The following terms, as used in this Memorandum of Agreement, have the meaning set forth in the Stafford Act at 42 U.S.C. § 5122:

Major Disaster

Emergency

- C. The following terms, as used in this Agreement, have the meaning set forth in Section 208.2 or 208.32 of the Regulations:

Activated or Activation

Advising or Advisory

Affiliated Personnel

Alert

Demobilization Order

Participating Agency

Preparedness Cooperative Agreement

Sponsoring Agency

System or National Urban Search & Rescue Response System

System Member

Task Force

US&R or Urban Search and Rescue

V. RESPONSIBILITIES

- A. DHS, through FEMA, is responsible for developing and administering the System, and its responsibilities include:
1. Promulgating the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 2. Maintaining overall direction and control of System Resources engaged in System activities, as contemplated in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 3. Maintaining an advisory and consultative structure for communicating and consulting with System participants with respect to the responsibilities set forth in this section, as appropriate;
 4. Preparing, providing, and maintaining a Preparedness Cooperative Agreement and a Response Cooperative Agreement with the Sponsoring Agency, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 5. Providing preparedness funding to the Sponsoring Agency, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 6. Developing, scheduling, and delivering FEMA-Sponsored Training and Exercises;
 7. Granting FEMA sanction to training and exercises in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 8. Maintaining overall direction and control of System Resources engaged in FEMA-Sanctioned Training and Exercises and FEMA-Sponsored Training and Exercises;
 9. Evaluating System and performance in accordance with the Regulations, standards, policies and procedures and directives of the System;
 10. Advising, Alerting, Activating and Demobilizing System Resources;
 11. Obtaining the consent of the State, if applicable, and the Sponsoring Agency to Alert or Activate System Resources, in accordance with the Regulations, standards, policies and procedures of the System;
 12. Appointing System Members into Federal service at appropriate times;

13. Taking steps as necessary to ensure coverage for System Members under the Federal Employees Compensation Act, the Federal Tort Claims Act, and the Public Safety Officers Benefit Act during FEMA-Sponsored Training and Exercises, FEMA-Sanctioned Training and Exercises, Alert, and Activation, to the extent allowed by law;
14. Processing claims for Federal employee benefits, as set forth in the Regulations and this Agreement;
15. Maintaining overall direction and control of System Resources engaged in System activities during Alert or Activation;
16. Providing ground, air, rail, or marine transportation for System Resources during Alert or Activation, as required;
17. Providing re-supply and logistical support for System Resources during Activation;
18. Establishing, developing, administering, Advising, Alerting, Activating, Demobilizing, and maintaining overall direction and control of System management teams, as appropriate;
19. Notifying the Sponsoring Agency when FEMA has Alerted, Activated, or Deactivated a Task Force member for participation on a System management team or in a technical function;
20. Scheduling and conducting periodic meetings of System advisory committees and other consultative bodies;
21. Processing claims for reimbursement in accordance with the Regulations; and
22. Ensuring proper coordination and cooperation within FEMA, between FEMA and other DHS components and entities, and between FEMA and other Federal, state, local, and private-sector entities for the purpose of System activities.

B. The State, if applicable, is responsible for:

1. Maintaining 24-hour per day capability to receive a request for Alert or Activation of System Resources and to accept or decline the request within one hour; and
2. Using Task Forces resident within the State as State assets before requesting additional Task Forces from FEMA in anticipation of, or in response to, a disaster or emergency within the State for which the State or its local governments have primary responsibility, unless the resources have been otherwise committed.

- C. The Sponsoring Agency is responsible for organizing and administering the Task Force, and this responsibility includes the following:
1. Recruiting and training the Task Force, according to the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System promulgated by FEMA;
 2. Designating a Task Force Program Manager, as well as other such persons as required by the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 3. Executing a Preparedness Cooperative Agreement and a Response Cooperative Agreement with FEMA, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 4. Providing administrative, financial, and personnel management for the Task Force, to include providing FEMA with all documentation required to appoint System Members into Federal service;
 5. Maintaining such agreements with Participating Agencies and Affiliated Personnel as are required under the Regulations, standards, policies, directives, procedures, and overall concept of operations for the System. Agreements with Participating Agencies and Affiliated Personnel for System activities must be consistent with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System, and this Memorandum of Agreement. All agreements with Participating Agencies must include an express authorization for the Sponsoring Agency to commit an employee of the Participating Agency to Federal service. All agreements with Affiliated Personnel must include an express authorization for the Sponsoring Agency to commit the individual to Federal service;
 6. Registering and qualifying all Task Force medical personnel, as required under the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 7. Requesting FEMA sanction for training and exercises, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 8. Notifying FEMA when there is a change in the operational status of the Task Force;
 9. Maintaining 24-hour per day capability to receive a request for Alert or Activation of System Resources and to accept or decline the request within one hour;

10. Acquiring, maintaining, and accounting for equipment, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
11. Complying with financial, administrative, acquisition, reimbursement, and reporting requirements set forth in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
12. To the extent that the Sponsoring Agency chooses to provide System Members for System management teams and technical functions, or for any FEMA advisory and consultative entities, complying with financial, administrative, acquisition, reimbursement, and reporting requirements set forth in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System with respect to these System Members;
13. Keeping all records relating to the Task Force, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
14. Submitting to FEMA a copy of any agreements it maintains with any Participating Agency and Affiliated Personnel; and
15. Processing state and local employee benefit claims for which a System Member may be eligible.

VI. POINTS OF CONTACT

A. DHS/FEMA:

Branch Chief, Urban Search & Rescue Branch
Federal Emergency Management Agency
U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472
(202) 212-2279

B. Sponsoring Agency:

Brian L. Cummings
Chief, Los Angeles Fire Dept.
200 N Main Street, Room 1800
Los Angeles, CA 90012
213-978-3800

C. State Agency:

Fire Chief, California Governors Office of Emergency Services
Fire Rescue Branch
3650 Shriever Avenue
Mather, CA 95655-4203

VII. OTHER PROVISIONS

A. Financial Arrangements

1. FEMA shall provide the Sponsoring Agency with funding for preparedness activities pursuant to a Preparedness Cooperative Agreement, in accordance with the Regulations.
2. FEMA shall reimburse the Sponsoring Agency for costs incurred in System response activities pursuant to a Response Cooperative Agreement, in accordance with the Regulations.
3. All financial commitments are subject to the availability of funds. Nothing in this Agreement obligates funds of the respective parties.

B. Title to Equipment

1. Title to equipment purchased and maintained by the Sponsoring Agency with funds provided under a cooperative agreement prior to February 24, 2005 vests in the Sponsoring Agency in accordance with 44 CFR § 13.32(a).
2. Title to equipment purchased and maintained by the Sponsoring Agency with funds provided under a Preparedness Cooperative Agreement vests in the Sponsoring Agency in accordance with 44 CFR § 13.32(a).
3. Title to equipment purchased by DHS, and distributed to and maintained by the Sponsoring Agency, remains vested in DHS in accordance with 44 CFR § 13.32(f), unless transferred to the Sponsoring Agency under applicable Federal regulations.

C. Use of Sponsoring Agency Resources

1. Offer, consent and acceptance of services, facilities and employees

The Sponsoring Agency and the State offer and consent to FEMA's use of their services, facilities, and employees as specifically described in this Memorandum of Agreement with respect to the System, and FEMA accepts the offer of such services, facilities, and employees in carrying out the purposes of the Sections 306(a) and 621(c)(1) of the Stafford Act, 42 U.S.C. §§ 5149(a) and 5197(c)(1).

2. Appointment into Federal Service

- a. FEMA will appoint System Members into Federal service pursuant to section 208.11 of the Regulations, as follows:
 - (1) When instructing or participating in FEMA-Sanctioned Training and Exercises;
 - (2) When instructing or participating in FEMA-Sponsored Training and Exercises;
 - (3) When undertaking specific duties required by FEMA during an Alert to prepare for Activation; and
 - (4) When Activated.
- b. At all such times when System Members are appointed into Federal service, those System Members will be under FEMA's overall direction and control.
- c. A System Member's appointment into Federal service is concurrent with a System Member's employment with the Sponsoring Agency or other entity.

D. Coverage under Federal statutes; FEMA's intent

- 1. Pursuant to section 208.11 of the Regulations, it is FEMA's intent that on the basis of subsections C.1. and 2., above, System Members appointed into Federal service are Federal employees during the activities described in subsection C.2.a., above, for the purposes of the following acts:
 - a. The Federal Employees Compensation Act.
 - b. The Federal Tort Claims Act.
- 2. It is FEMA's intent that System Members appointed into Federal service are Public Safety Officers during the activities described in subsection C.2.a., above, as defined in the Public Safety Officers Benefit Act, 42 U.S.C. § 3796b.
- 3. No individual may participate in the Task Force who is not an employee of the Sponsoring Agency, an employee of a Participating Agency, or an Affiliated Personnel.
- 4. Nothing contained within this Agreement is intended to diminish a System Member's non-Federal employment rights, relationships, or entitlements to non-Federal pension or welfare benefits.

- E. FEMA, the State, and the Sponsoring Agency will not discriminate against any System Member or applicant for a position as a System Member on the grounds of race, color, religion, sex, age, national origin, or economic status in fulfilling any and all obligations under this Memorandum of Agreement.
- F. Use of Federal facilities, supplies and services will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provision of technical assistance and other relief and assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, sex, age, national origin, or economic status.

VIII. EFFECTIVE DATE

The terms of this Agreement will become effective on the date that the last party signs this Agreement.

IX. MODIFICATION, AMENDMENT, AND TERMINATION

- A. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force.
- B. This Agreement may be modified or amended only with the written agreement of all of the parties.
- C. This Agreement remains in effect unless terminated. This Agreement may be terminated by any party upon 30 days written notice.
- D. This Agreement is the full and complete agreement between the undersigned parties, and supersedes any prior agreement between the parties, written or oral, with the exception of an existing Preparedness Cooperative Agreement or Response Cooperative Agreement.
- E. This may be executed in several counterparts, each of which is a valid agreement, provided that all parties to the Memorandum of Agreement have executed at least one original copy of the Memorandum of Agreement.

X. EXECUTION

Robert J. Fenton

Robert J. Fenton
Assistant Administrator for Response
Federal Emergency Management Agency

Date: 3/9/12

Brian L. Cummings

Brian L. Cummings
Fire Chief
Los Angeles Fire Department

Date: 6-25-2012

Nancy Ward

Regional Administrator

Date: 9/25/12

Carmen A. Trutanich
Deputy City Attorney

Carmen A. Trutanich
City Attorney
City of Los Angeles

Date: 8/8/12

Mark Scully

Director
State Emergency Management Agency

Date: 5/8/13

Attest: June Lagmay, City Clerk

(see above right)

Chief Executive or Designee
Sponsoring Agency

Date: _____

By [Signature]
Deputy 7/2/13
C-122495

