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FIRE DEPARTMENT

BRIAN L. CUMMINGS  
FIRE CHIEF

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October 2, 2013

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 13-093] – ACCEPTANCE OF GRANT FUNDS FOR THE 2011 PORT SECURITY GRANT PROGRAM

At its meeting of October 1, 2013, the Board of Fire Commissioners approved the Fire Department's report dated September 13, 2013, requesting that the Mayor and City Council authorize the Fire Chief, or designee, to accept the award of FY 2011 Port Security Grant Program (PSGP) funds, from the Area Maritime Security Committee (AMSC), in the amount of \$785,020 for the term of September 1, 2011 through August 31, 2014; request that the Mayor and City Council authorize the Fire Chief, to execute the attached Memorandum of Agreement (MOA) on behalf of the City, with the AMSC and the legally designated Fiduciary Agent (FA), subject to the approval of the City Attorney as to form and legality.

The report is herewith transmitted concurrently to the City Council and the Mayor for review and approval. Should you need additional information, please contact the Board of Fire Commission Office at 213-978-3838.

Sincerely,

Leticia Gómez  
Commission Executive Assistant

Attachment

cc: Miguel A. Santana, City Administrative Officer (without attachment)  
Gerry F. Miller, Chief Legislative Analyst (without attachment)  
Board of Fire Commissioners  
Brian L. Cummings, Fire Chief (without attachment)

October 1, 2013

RECEIVED: 10/1/13  
BOARD OF FIRE COMMISSIONERS  
COMMISION EXECUTIVE ASSISTANT



LOS ANGELES FIRE DEPARTMENT

BRIAN L. CUMMINGS  
FIRE CHIEF

September 13, 2013

BOARD OF FIRE COMMISSIONERS  
FILE NO. 13-093

TO: Board of Fire Commissioners  
FROM: Brian L. Cummings, Fire Chief  
SUBJECT: ACCEPTANCE OF GRANT FUNDS FOR THE 2011 PORT SECURITY GRANT PROGRAM

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 Withdrawn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**

The Los Angeles Fire Department (LAFD) has submitted an application for the Fiscal Year (FY) 2011 Port Security Grant Program (PSGP) to the Department of Homeland Security (DHS). For the period of September 1, 2011 through August 31, 2014, the LAFD will receive \$785,020 in funding. The purpose of PSGP is to strengthen the Nation's critical infrastructure against risks associated with potential terrorist attacks and enhance the response within the jurisdiction.

The PSGP is one of six grant programs that constitute the DHS infrastructure security activities. The PSGP is one tool in the comprehensive set of measures authorized by Congress to strengthen the Nation's critical infrastructure against risks associated with potential terrorist attacks. The Port of Los Angeles (POLA) has been identified as an area of significant risk and exposure to terrorism and non-terrorism-caused Weapons of Mass Destruction (WMD)/Chemical, Biological, Radiological, Nuclear or Explosive (CBRNE) incidents of national significance. The PSGP 11 Grant will address this risk by training LAFD personnel for CBRNE and other marine firefighting incidents.

**RECOMMENDATIONS**

That the Board:

1. Accept and approve the recommendations of staff.
2. Instruct the Commission Executive Assistant to forward this report to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and City Clerk for committee and City Council consideration in accordance with Los Angeles Administrative Code, Section 14.6.

Request the Mayor and City Council to:

3. Authorize the Fire Chief or designee to accept the award of FY 2011 PSGP funds, from the Area Maritime Security Committee (AMSC), in the amount of \$785,020 for the term of September 1, 2011 through August 31, 2014, subject to the approval of the City Attorney as to form and legality.
4. Authorize the Fire Chief to execute the attached Memorandum of Agreement (MOA) on behalf of the City, with the AMSC and the legally designated Fiduciary Agent (FA), to receive reimbursement for training and training consumables purchased through this grant, for the grant performance period of September 1, 2011 through August 31, 2014, subject to the approval of the City Attorney as to form and legality.
5. Authorize the LAFD to expend up to grant amount of \$785,020 in accordance with the grant award agreement, of which up to \$638,982 will be spent from Department 38, Fund 100, Account 001098 (Overtime, Variable Staffing) for backfill and overtime costs and up to \$146,038 for training supplies, travel and tuition contracts to be fully reimbursed by this grant.
6. Authorize the Controller to transfer up to \$146,038 from Department 38, Fund 100, Account 001012 (Salaries Sworn) to Department 38, Fund 335, Account number to be established, to support the necessary expense for training supplies, travel and tuition contracts that will be reimbursed by this grant.
7. Authorize the LAFD to deposit grant funds received into Department 38, Fund 335, Account number to be established.
8. Authorize the Controller to transfer grant funds, from Department 38, Fund 335, Account to be established, to Department 38, Fund 100, Account 001012 (Salaries, Sworn) and Account 001098 (Overtime, Variable Staffing) based on the LAFD submissions to the CAO documenting actual costs incurred as part of the FY 2011 PSGP, a no-match grant program, through the end of the grant term of August 31, 2014.
9. Authorize the Controller to transfer the uncommitted balance of advanced funds, as referenced in Instruction #6, as of June 11, 2014, from Department 38, Fund 335, Appropriation Account number to be established, to Department 38, Fund 100, Account 001012 (Salaries, Sworn) to meet payroll needs.
10. Authorize the LAFD to prepare Controller instructions for any technical adjustments, subject to the approval of the CAO, and authorize and instruct the Controller to implement the instructions.

### **FISCAL IMPACT**

There is no impact on the General Fund.

The FY 2011 PSGP grant is a no-match grant with 100% of the monies expended from LAFD accounts and reimbursed soon after. The funds will be deposited into the appropriate accounts.

### **DISCUSSION**

The FY 2011 PSGP provides the LAFD an opportunity to build upon prior programs, such as the Urban Area Security Initiative (UASI) and State Homeland Security Grant Programs (SHSGP), and effectively leverage the training and equipment obtained under those grant programs. The primary activity supported by this investment involves sustainment of WMD/CBRNE response capabilities by utilizing grant-approved training, training supplies, and travel and tuition contracts.

The training provided to LAFD responders under this investment initiates and maintains the capability to respond effectively to incidents involving the use of CBRNE agents. In addition, the FY 2011 PSGP provides funds for Advanced Marine Firefighting Training, which includes command and control of maritime incidents, vessel operator tactics/training and other marine firefighting training. The funds will ensure that effective LAFD response will arrive sooner, mitigating incidents more efficiently, leading to a quicker return of the Ports to normal operation.

This is a 100% reimbursement grant. The FY 2011 PSGP requires that funds be reimbursed after the actual payment of expenditures is made, and the appropriate documentation supporting these expenditures is submitted. As the LAFD incurs expenses from this program, expenditures will be reimbursed by the FA on an ongoing basis.

Funds are categorized into two basic groups. One consists of funds used to pay LAFD personnel. The second group consists of funds for training supplies, travel and tuition contracts, as needed by LAFD members.

Of the total, \$638,982 will be backfill and overtime costs and expended from Account 001098 (Overtime, Variable Staffing). The \$146,038 remaining balance will pay for training supplies, travel and tuition contracts. Since this is a reimbursement grant, the LAFD needs to transfer \$146,038 from the City's Fund 100, Department 38, Account 001012, to Department 38, Fund 335, Account number to be established.

The CBRNE portion of the grant approved training focuses on Hazardous Materials training. This training will ensure that LAFD members are trained to the appropriate level and that LAFD specialized teams remain trained and certified to meet local/state/federal requirements in spite of normal staff turnover rates.

The Hazardous Materials courses that will be scheduled are as follows:

- Hazardous Materials/WMD Technician Courses (A, B, C & D)
- Hazardous Materials/WMD Specialist Courses (F & G)
- Mass (Technical) Decontamination Course
- WMD Technical Reference Course
- First Responder Operations
- Federal WMD Courses
- Tactical EMS/Specialized Tactics for Operational Rescue and Medicine (STORM)

The Advanced Marine Firefighting Training is designed to improve the preparedness, prevention, response and recovery capability of the LAFD to a maritime incident within or outside the POLA/Long Beach (LB). Additionally, this training will enhance the safety and security of POLA/LB from the effects of a major emergency event or potential terrorist attack against commercial vessel traffic.

The training will also address expanding regional collaboration, the implementation of the National Incident Management System at maritime incidents, strengthen information sharing and interoperability.

This training project will be focused on these primary areas:

- Offshore Emergency Incident Management
- Fast Boat Rescue Operator at Texas A&M Engineering Extension Service (TEEX)
- Public Safety Dive
- Oil Refinery Fires
- Incident Response to Terrorist Bombings
- Marine Emergency Medical Services
- Marine Area Command

The PSGP contains funds for training consumables, travel and tuition contracts.

CBRNE Budget Narrative:

The LAFD has been awarded \$322,920 for this project. The funds have been allocated as follows:

\$271,876 has been budgeted for backfill and overtime. Training computation includes students at various pay grades at the overtime rate, therefore the hourly rate has been averaged at \$58.50 per hour. Instructor computation includes 400 training hours plus 80 hours (20%) class (course) preparation. Also, each training session requires three instructors for set-up, actual instruction and clean-up at various pay classes.

<i>HazMat Training</i>	<i>24 students * approx. 125 hrs * \$58.50 avg per hr</i>	<i>\$175,000</i>
<i>Tactical EMS Training</i>	<i>30 students * approx. 55 hrs * \$58.50 avg per hr</i>	<i>\$ 96,876</i>
		<b><i>\$271,876</i></b>

A total of \$4,424 has been allocated for training supplies and consumables, and a total of \$46,620 has been allocated for tuition for the Tactical EMS program.

*Advanced Marine Firefighting Budget Narrative:*

The LAFD has been awarded \$462,100 for this project. The funds have been allocated as follows:

\$367,106 has been budgeted for backfill and overtime. Training computation includes attendees and instructors of various pay grades at the overtime rate; an average hourly rate was established of \$58.50 per hour. Instructor computation includes 150 training hours plus 23 hours (15%) class (course) preparation. Also, each classroom session requires two instructors for set-up, actual instruction and clean-up.

A total of \$10,875 has been allocated for training supplies and consumables, a total of \$40,769 has been allocated for travel, and a total of \$43,350 has been allocated for tuition contracts to the TEEX Training Center located at College Station, Texas.

The FY 2011 PSGP has a three-year grant performance period, commencing September 1, 2011, with a requirement to complete the project and provide full accounting reviewed by the FA and submitted to Federal Emergency Management Agency no later than August 31, 2014.

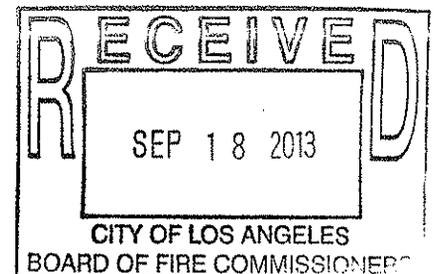
**CONCLUSION**

Acceptance of the FY 2011 PSGP will assist the LAFD in enhancing and maintain hazardous materials response, advance maritime firefighting and command and control functions in the POLA. Acceptance of this grant will ensure to the City and the Nation, that the LAFD is committed to the best possible response.

Board report prepared by Corinne Tipton, Battalion Chief, Grants Section, Homeland Security Division.

Attachment

- PSGP – Memorandum of Agreement 2011



# DRAFT

MEMORANDUM OF AGREEMENT  
Between  
THE MARINE EXCHANGE OF LOS ANGELES-LONG BEACH HARBOR,  
And

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This MEMORANDUM OF AGREEMENT (MOA) is made and entered into by and between the MARINE EXCHANGE OF LOS ANGELES LONG-BEACH HARBOR, a California corporation, acting by and through its Executive Director of the Marine Exchange of Southern California (Marine Exchange) in conjunction with its Program Manager and the CITY OF LOS ANGELES (Sub-Recipient organization).

WHEREAS, the Marine Exchange has been nominated by the Area Maritime Security Committee (AMSC), and 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 FY 2011 per DHS Award No: EMW-2011-PU-K00001 (Award), which requires the Marine Exchange to monitor the progress of projects funded by FEMA under the Port Security Grants Program (PSGP) and submit supporting documentation to FEMA for reimbursement, and

WHEREAS, the Sub-Recipient will be planning, developing and executing their Project as defined by their Investment Justification (IJ): Training for CBRNE, IJ #04 and Training for Advance Marine Firefighting (AMFF) IJ#05 submitted to the FA and approved by FEMA, for a sub-grant, which is not to exceed an amount of U.S.\$785,020; and

WHEREAS, the Marine Exchange, as FA, will act as the intermediary between FEMA and the Sub-Recipient, in obtaining reimbursement of funds expended by the Sub-Recipient in implementing their Project; and

WHEREAS, the purpose of this MOA is to define the relationship between the FA and the Sub-Recipient with respect to the Sub-Recipient's activities implementing the Project and the FA obtaining reimbursement of expenditures for same;

ACCORDINGLY, the parties agree as follows:

1. Sub-Recipient shall promptly submit to the FA all invoices for expenditures incurred relating to the two Projects as defined by the IJ, attached as Exhibit A. The invoices shall be signed by authorized personnel within the Sub-Recipients organization, submitted in duplicate and should contain the following certification:

"I certify under penalty of perjury that the above invoice is just and correct according to the terms of Award No: EMW-2011-PU-K00001 and this Memorandum of Agreement and that payment has already been made."

\_\_\_\_\_  
(Signature of authorized personnel)

2(a) Each invoice submitted by the Sub-Recipient shall contain any and all information as may be needed by the federal government to review and approve the expenditures, including any supplemental documentation that may be necessary. The Sub-Recipient shall be solely responsible to correct and supplement any invoice the federal government determines to be insufficient for reimbursement.

2(b) Sub-Recipient shall strictly adhere to the requirements set forth in 44 CFR Part 13 and 2 CFR as it pertains to Port Security Grants Program.

2(c) Sub-Recipient agrees to make, be bound by and otherwise comply with Federal Standard Assurances and certifications required by FEMA as part of the Sub-Recipient's PSGP application. These include, but are not limited to Forms SF 424B, 424D as applicable (Assurances – Non-Construction and Construction Programs), Certifications Regarding Lobbying (Standard Form), and Drug-Free Workplace Requirements.

2(d) Sub-Recipient shall be additionally guided by and will strictly adhere to all the requirements set forth in the Attachments.

3. Upon receiving the invoices, the FA's Executive Director or Program Manager shall be authorized to review the Sub-Recipient's request for reimbursement. The Executive Director or Program Manager will also be authorized to request additional information or clarification from the Sub-Recipient. Such a response shall not be un-reasonably withheld by the Sub-Recipient.

4. After receiving and reviewing the invoices from the Sub-Recipient, the FA shall submit a request to FEMA for reimbursement in accordance with Award No: EMW-2011-PU-K00001 It is expressly understood by the Sub-Recipient, that the Sub-Recipient shall be entitled to reimbursement only upon approval of the request by FEMA and subsequent reimbursement of the funds from FEMA to the FA.

4(a) The Sub-Recipient agrees to comply with requirements of OMB Circular A-133 for States, Local Governments and Non-Profits. Unless a lower threshold is established by any applicable rule, regulation or standard, if the Sub-Recipient expends \$500,000 or more of federal funds during its fiscal year, the Sub-Recipient must submit to the FA an organization-wide financial and compliance audit report. In addition, the Sub-Recipient agrees to submit a copy of the Project's Annual Audit to the FA.

4(b) The Sub-Recipient agrees to submit, at such times and in such form as the FA may prescribe, reports on the Sub-award and the Project. Without limiting the generality of the foregoing, Sub-recipient shall submit quarterly financial reports not later than the 15<sup>th</sup> day of January, April, July and October; and the Semi-Annual Progress Reports by the 15<sup>th</sup> of January and July during each year this MOA is effective, as well as final financial reports and evaluation reports. 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.

4(c) No contract or agreement may be entered into by the Sub-Recipient 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 the Sub-Recipient shall retain ultimate control and responsibility for the Project and that these conditions shall bind the contractor. In any case, where the Sub-Recipient enters into a contract with third parties, the Marine Exchange 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-Recipient under the specific terms of this MOA.

4(d) It is agreed that the failure of the FA to insist upon strict performance of any provision of this agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any rights assigned to the FA under this MOA.

5. The FA agrees to reimburse the Sub-Recipient for actual expenditures made relating to the Project within thirty days of the FA receiving reimbursement from DHS, which in no case may exceed the amount awarded to the Sub-Recipient at the time of approval of the Sub-Recipient's IJs by FEMA.

6. In entering into this MOA, it is expressly agreed between both signatories of this MOA that the FA shall not be under any obligation to reimburse the Sub-Recipient for any amounts not received by the FA from FEMA.

7. Subject to and without waiver of Sub-Recipient's rights of protest and appeal, Sub-Recipient shall indemnify and hold harmless the FA for any sums deemed a disallowed cost by FEMA for DHS Award #EMW-2011-PU-K00001 based upon FEMA's determination that Sub-recipient used such disallowed sums in violation of applicable regulations of the Port Security Grants Program ("Claim"). FA's rights to indemnification under this paragraph shall be limited in amount to those funds for which FA is deemed liable to FEMA as a disallowed cost arising directly from Sub-Recipient's use of Award funds.

8. If any action in law or in equity, including an action for declaratory or injunctive relief, is brought by either party to this MOA against the other with regards to the reimbursement of any Claim (as defined above), the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and litigation costs incurred in prosecuting or defending that action.

9. It is understood by both signatories to this MOA, that this MOA shall remain in effect for the duration of the Award Performance Period, ending Aug 31<sup>st</sup>, 2014 in accordance with the terms and conditions of the Award, but in no event, later than Jan 1<sup>st</sup>, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this MOA on the date to the left of their signatures.

MARINE EXCHANGE OF LOS ANGELES-  
LONG BEACH HARBOR

Dated: \_\_\_\_\_

By \_\_\_\_\_

Capt. Ghalib Tikari, Program Manager

LOS ANGELES FIRE DEPARTMENT

Dated: \_\_\_\_\_

By \_\_\_\_\_

Brian L. Cummings, Fire Chief