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CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
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FIRE DEPARTMENT

JAMES G. FEATHERSTONE
INTERIM FIRE CHIEF
200 NORTH MAIN STREET, RM. 1840
LOS ANGELES, CA 90012
(213) 978-3838
FAX: (213) 978-3814
<http://www.lafd.org>

March 5, 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 14-019] – NATIONAL URBAN SEARCH AND RESCUE RESPONSE SYSTEM - 2014
CALIFORNIA MOBILIZATION EXERCISE

At its meeting of March 4, 2014, the Board of Fire Commissioners approved the Fire Department's report dated February 12, 2014, requesting that the Mayor and City Council authorize the Fire Chief to accept the Memorandum of Agreement (MOA) from the California Fire and Rescue Training Authority (CFRTA), a Joint Powers Authority duly formed pursuant to Government Section §§ 6500 et seq., and execute this no-cost MOA in the amount up to one hundred thousand dollars (\$100,000) for the term of May 1, 2014 through June 30, 2014. 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
Gerry F. Miller, Chief Legislative Analyst
Board of Fire Commissioners
Fire Chief Featherstone

March 4, 2014

APPROVED: 3/4/14
BOARD OF FIRE COMMISSIONERS
BY: *James G. Featherstone*
COMMERCIAL EXECUTIVE ASSISTANT




LOS ANGELES FIRE DEPARTMENT

JAMES G. FEATHERSTONE
INTERIM FIRE CHIEF

February 12, 2014

BOARD OF FIRE COMMISSIONERS
FILE NO. 14-019

TO: Board of Fire Commissioners
FROM: James G. Featherstone, Interim Fire Chief 
SUBJECT: NATIONAL URBAN SEARCH AND RESCUE RESPONSE SYSTEM -
2014 CALIFORNIA MOBILIZATION EXERCISE

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 Withdrawn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 California Fire and Rescue Training Authority (CFRTA) has provided ongoing support of the Urban Search and Rescue (US&R) Task Forces, throughout the State of California, through funding of training for Agencies supporting US&R Teams. The CFRTA has offered monies for training for the various US&R Teams located throughout the State of California. At this time the CFRTA has extended an opportunity to our Department to exercise our Federal Emergency Management Agency (FEMA) US&R Team, California Task Force 1 (CA-TF1). The participation of CA-TF1 in the National Urban Search and Rescue Response System is established through the attached (Attachment 1), 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.

The Fire Department's FEMA US&R Team is composed of 3-teams of 70 members each, for a total of 210 members. This exercise will extend over a three-day period, one day per team. Our FEMA US&R Team is sponsored through FEMA as one of the 28 FEMA US&R Task Forces throughout the country and identified as CA-TF1. This exercise will consist of mobilization, set up of the staging site, overview of tools, conducting a search and rescue scenario, the break-down of the site, and the rehab of the FEMA US&R cache.

CFRTA Agreement

This Memorandum of Agreement (Attachment 2) will fund necessary program training for the Department's US&R team by conducting an operational exercise and mobilization. Pursuant to City Policy, the Department is seeking approval from the Mayor and City Council to accept and execute this Memorandum of Agreement. This Memorandum of Agreement would allow for the CFRTA to reimburse the Department for the monies expended on the training of these 3-teams over the three days of training proposed.

In addition, to the total amount authorized under the Memorandum of Agreement for a US&R Task Force mobilization exercise and training, CFRTA will ultimately be responsible for payment under this contract up to \$100,000, pursuant to the reimbursement process established by CFRTA. The City must advance payments, and then obtain reimbursement from CFRTA, the City must have a mechanism to pay personnel for training and backfill through the Department's salary accounts. Also, by exercising the three dedicated FEMA US&R Teams, any potential overage in cost may be attributed to the training portion of the 2013 FEMA US&R Readiness Cooperative Agreement, Council File 13-1618.

The CFRTA requires that as the Department incur expenses from this training. Expenditures will be reimbursed by CFRTA upon receipts of documented expenses. Future CFRTA monies will continue to be made available to LAFD on a periodic basis furthering out US&R efforts.

RECOMMENDATIONS

That the Board:

1. Accept and approve the recommendations of staff.
2. Instruct the Commission Executive Assistant II to forward this report to the Mayor, Office of the City Administrative Officer, Office of the Chief Legislative Analyst, and City Clerk for Committee and City Council consideration.
3. Request that the Mayor and City Council authorize the Fire Chief to accept the Memorandum of Agreement from the CFRTA, a Joint Powers Authority duly formed pursuant to Government §§ 6500 et seq., and execute this no-cost Memorandum of Agreement in the amount up to \$100,000 for the term of May 1, 2014 through June 30, 2014. Subject to the approval of the City Attorney as to form and legality.
4. Request that the Mayor and City Council authorize the Fire Chief, or his designee, to deposit the CFRTA funds received under this Memorandum of Agreement into the LAFD, Fund 335, Dept 38, Account to be determined
5. Request that the Mayor and City Council authorize the Controller to reimburse up to \$100,000, upon reimbursement by CFRTA, to Fund 100, Department 38, Account 001098, from Fund 335, Dept 38, Account set up for this purpose.

FISCAL IMPACT

There is no impact on the General Fund. All monies will be reimbursed to the Department within the Fiscal Year.

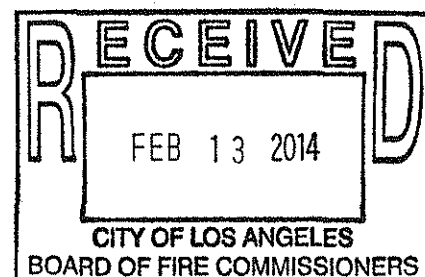
CONCLUSION

With the assistance of CFRTA monies allotted in the amount of up to \$100,000 to support the training efforts through mobilization exercises to be conducted, the LAFD will be better able to assist the City as well as other jurisdictions in times of need. Also, as a sponsor of one of the Nation's 28 FEMA US&R Task Forces, the LAFD has been the recipient of financial assistance from FEMA to supplement ongoing costs to maintain Task Force readiness during times of disaster.

By entering into this Memorandum of Agreement with the CFRTA, LAFD will be able to conduct this exercise with no cost to the City. The anticipated dates of the exercise will be May 20 through May 22, 2014.

Board report prepared by Mary E. Reuschel, Management Analyst II, Emergency Services Bureau.

Attachments



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 S. ...

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

ATTACHMENT 2

AGREEMENT FOR TASK FORCE MOBILIZATION EXERCISE AND TRAINING

This Agreement is made on the last date written below between the California Fire and Rescue Training Authority (hereafter "CFRTA"), a California Joint Powers Authority duly formed pursuant to Government Code §§6500 et seq., and *Los Angeles Fire Department* (hereafter "DEPARTMENT").

Recitals

1. CFRTA is desirous of having a mobilization exercise for the Urban Search and Rescue (hereafter "US&R") Task Forces sponsored by DEPARTMENT.
2. DEPARTMENT has the wherewithal and has arranged to conduct training exercises during the period of May 1, 2014 through June 30, 2014 at facilities selected by them.
3. The State of California Emergency Management Agency (CalEMA), as a member agency of CFRTA, has allocated specific funding to CFRTA for the purposes of conducting these mobilization exercises.

Terms and Conditions

1. DEPARTMENT will conduct a mobilization exercise for the Respective US&R Task Force consistent with the Mobilization or MOBEX Drill Plans previously submitted to the CFRTA, attached hereto, and incorporated herein by reference, into this Agreement.
2. At a minimum, the exercises will train and be evaluated on the following areas:
 - Task force leadership
 - Task Force movement by ground/air transportation
 - Local government interface
 - Hasty search evaluation
 - Base of Operations
 - Decontamination of search & rescue personnel
 - Food and water provisioning
 - Communications section operations
 - Evaluation of administrative section
 - Planning section
 - PIO
 - Safety Officer
 - Evaluation of
 - Technical information section
 - Operation section
 - Technical search
 - Canine search
 - Rescue
 - Medical section
3. DEPARTMENT will submit any changes to the Mobilization or MOBEX Drill Plans to the designated representative of the CFRTA for approval prior to implementing the change.
4. DEPARTMENT will submit a budget for the exercise to the CFRTA at least 30-days prior to commencement of the exercise for approval by the CFRTA.

5. Exercise budgets submitted by the DEPARTMENT pursuant to paragraph 4, above, may include expenditures for: personnel, expendable or consumable items, transportation of task force personnel, sanitation facilities, fuel, food, potable water, and communications.
6. Any costs incurred and contracts entered into to fulfill this agreement must be consistent with the federal, state, and local laws applicable to the DEPARTMENT.
7. All approvals by the CFRTA must be in writing.
8. A total sum of One Hundred Thousand dollars (\$100,000) has been allocated for use by the DEPARTMENT for accomplishing the objectives identified in Paragraphs 1 and 2 of this section.
9. DEPARTMENT may spend, in advance, up to Twenty Five Thousand dollars (\$25,000) of the total sum allocated to DEPARTMENT and consistent with Paragraphs 4 and 5 herein, for Administrative Costs as defined in Paragraph 10, below. The DEPARTMENT may invoice CFRTA for these funds.
10. For the purposes of this agreement, "Administrative Costs" mean those expenses incurred by the DEPARTMENT for personnel expenditures that are associated with the planning, preparation, and managing of the exercise.
11. DEPARTMENT agrees to invoice CFRTA for costs associated with providing mobilization exercise as specified in Paragraphs 5, 6, and 9 of this Agreement within sixty (60) days of the commencement of the exercise.
12. CFRTA agrees to pay the DEPARTMENT for all costs incurred consistent with this agreement not to exceed the \$100,000 identified in Paragraph 8.
13. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the agreement is binding on any of the parties.

The undersigned agree to be bound by the terms of this agreement and are authorized to sign this agreement on behalf of their respective DEPARTMENT or agency.

Approved and Reviewed by:

Legal Counsel, California Fire and Rescue Training Authority

Date: _____

By: _____
California Fire and Rescue Training Authority

Date: _____

By: _____
Legal Counsel, *Los Angeles Fire Department*

Date: _____

By: _____
Los Angeles Fire Department

Date: _____