

**LOS ANGELES FIRE DEPARTMENT**BRIAN L. CUMMINGS  
FIRE CHIEF

September 23, 2011

BOARD OF FIRE COMMISSIONERS  
FILE NO. 11-144

TO: Board of Fire Commissioners

FROM: Brian L. Cummings, Fire Chief

**SUBJECT: ACCEPTANCE OF GRANT FUNDS FOR THE 2009 PORT SECURITY  
GRANT PROGRAM**

FINAL ACTION:	<input 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 Withdrawn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

**Recommendations:** That the Board:

1. Accept and approve this report.
2. Direct the Commission Executive Assistant to forward this report to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst, 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 the 2009 Port Security Grant Program (PSGP) in the amount of \$1,006,665, including a 25% cost share in the amount of \$251,665 to be met by the Los Angeles Fire Department (LAFD), from the Department of Homeland Security (DHS), for the period of September 30, 2009 through December 31, 2012;
4. Request that the Mayor and City Council authorize the Fire Chief or designee to execute the award Agreement and submit any necessary documents relative to the grant award, subject to the City Attorney approval as to form and legality;

5. Authorize the Fire Chief to execute a Memorandum of Agreement (attached) on behalf of the City, with the Area Maritime Security Committee, the legally designated Fiduciary Agent, to receive reimbursement for training and training consumables purchased through this grant, for the period of September 30, 2009 through December 31, 2012, for a sum not to exceed \$1,006,665 (including match), subject to the review and approval of the City Attorney as to form and legality;
6. Authorize the Controller to establish an appropriation account, account number to be determined (TBD), within Fund No. 335, Department No. 38, for the disbursements of 2009 Port Security Grant funds as supported by documentation submitted by the LAFD, subject to approval of the CAO;
7. Authorize the LAFD to submit grant reimbursement requests to the grantor up to the amount of \$754,999 and deposit grant receipts in Fund No. 335, Department No. 38, account TBD;
8. Authorize the Controller to transfer 2009 Port Security Grant funds, from Fund No. 335, Department No. 38, account TBD to Fund No. 100, Department 38, Account 001012, Salaries Sworn and Account 001098, Overtime Variable Staffing, and the Special Training Fund 40J, Account 3840JB, based on the LAFD submissions to the Office of the CAO documenting actual costs incurred for this grant;
9. Request the Mayor and City Council to authorize the Fire Chief to negotiate and execute personnel services contracts, not to exceed \$48,000 during the period of this Grant for specialized services to instruct Hazardous Materials courses;
10. Authorize the LAFD to spend up to \$1,006,665 in various accounts, in accordance with the grant award agreement;
11. 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.

**Summary:**

The LAFD has collaborated with the Los Angeles and Long Beach Port Authorities to submit an application for the 2009 PSGP to the DHS. For the period of September 30, 2009 through December 31, 2012, the LAFD will expend \$1,006,665. The purpose of the 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 Area of Los Angeles has been identified as an area of significant risk and exposure to terrorism and non-terrorism-caused Weapons of Mass Destruction and Chemical Biological Radiological Nuclear and Explosive (WMD/CBRNE) incidents of national significance. The PSGP 2009 grant will address this risk by training LAFD personnel for CBRNE and Urban Search and Rescue (US&R) incidents.

The PSGP builds upon the successes of other grant programs, such as the Urban Area Security Initiative and State Homeland Security Grant Programs, effectively leveraging those programs to ensure the Los Angeles and Long Beach harbors are safe and secure. The primary activity supported by this investment involves sustainment of WMD/CBRNE response capabilities by utilizing grant-approved training and training supplies. The training to LAFD responders under this investment initiates and maintains the capability to respond effectively to incidents involving the use of chemical, biological, radiological, and explosive agents. Effective LAFD response will arrive sooner, mitigate incidents more efficiently, and lead to returning any disruptions in the Ports to normal operation sooner.

The grant approved training focuses on US&R, hazardous materials (HazMat), and First Responder Operations (FRO) training for first responders. This training will ensure that first responders are trained to the appropriate level and 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 Course (A, B, C & D)
- Hazardous Materials/WMD Specialist Courses (F & G)
- Mass (Technical) Decontamination Course
- WMD Technical Reference Course
- FRO
- Federal WMD Courses

The US&R courses that will be scheduled are as follows:

- Trench Rescue
- Rescue Systems I
- Low Angle Rope Rescue
- Confined Space Rescue
- Structural Collapse Technician
- Intermediate Rope Rescue

Public sector sub-recipients of the PSGP 2009 grants must provide a non-Federal match (cash or in-kind) supporting at least 25 percent of the total project cost. The

LAFD will meet this match by performing FRO training throughout the City as its contribution towards the 25 percent match. The LAFD will conduct a HazMat FRO course in 2011 and 2012 and utilize the training hours to meet the in-kind match requirement.

The total award is for \$1,006,665. Of this amount, \$701,556 will be expended from salary accounts 001012 and 001098 to conduct the HazMat and US&R training, which will be reimbursed to the appropriate account. \$233,852 will be expended from the Salaries, Sworn Account 001012 account to conduct the HazMat FRO training. \$71,251 will be expended from the Special Training Fund 40J, Account 3840JB, of which \$53,438 (75%) will be reimbursed.

The budget for the 2009 PSGP includes funds for training consumables and contract instructors. The Grant includes \$23,257 for training consumables, of which \$17,443 is the Federal portion and \$5,813 will be the LAFD match from the VET Fund (40J). The contract instructors will utilize \$36,000 in Federal funds with a LAFD match of \$12,000 for a total of \$48,000. The LAFD match for both parts will be covered utilizing VET funds (\$17,814).

The total personnel match for the 2009 PSGP is \$233,852 (along with the \$5,813 and \$12,000 utilized from VET, mentioned previously, the total 25% match equals \$251,665). Calculated at a rate of \$53 per hour, this equates to an estimated 4,412 hours that will be tabulated using the Departments F-393 Training Record. HazMat and FRO training will be entered into the Network Staffing System's F-393 Training Record and a report will be generated quarterly to monitor training.

The PSGP 2009 grant has a 3-year Grant performance period, commencing September 30, 2009. With a requirement to complete the project and provide full accounting reviewed by the fiduciary agent and submitted to Federal Emergency Management Agency no later than December 30, 2012. Extensions to the grant performance period may be granted, however the LAFD expects to complete all training ahead of the December 2012 deadline.

**Fiscal Impact:** The 2009 Port Security Grant requires that the LAFD provide a 25% match. The LAFD will utilize FRO training that was already being performed by the department as an "in-kind" match. This match has been approved by the Port of Los Angeles and the Grantor. The LAFD will utilize a small amount from a Special Fund. Funds for this match will come from a combination straight time from salaries, allowable training hours, and VET Funds (Fund 40J).

The PSGP grant is a reimbursement grant with money expended by the Department and reimbursed soon after. The LAFD portion of the cost-share will be satisfied by utilizing on-duty personnel to conduct the HazMat FRO course. This eight-hour course is to be delivered to all personnel and will more that meet the match requirements of the grant.

All unexpended funds loaned in FY2011-12 must be returned to the General Fund by April 30, 2012. All unexpended funds will be re-appropriated to FY2012-13 to conclude all training and expenditures by December 31, 2012.

**Conclusion:**

Acceptance of the 2009 Port Security Grant will assist the LAFD to enhance and maintain the US&R and HazMat training programs of the Department in support of its response in the Port areas of both Los Angeles and Long Beach. Acceptance of this grant will ensure the City and Nation, that the LAFD is committed to the highest level of response possible.

Board report prepared by Edward Bushman, Battalion Chief, CBRNE/Grants Section, Homeland Security Division.

Attachments

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 -----  
----- \*\*\* (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 2009, per DHS Award No: 2009-PU-T9-K020 (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):- Los Angeles Fire Dept- Training; IJ # 03-, submitted to the FA and approved by FEMA, for a sub-grant, which is not to exceed an amount of U.S.\$754,999; 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. 2009-PU-T9-K020 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. 2009-PU-T9-K020. 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 implicitly 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. Sub-Recipient 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-Recipient's performance under this MOA, 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 the Sub-Recipient, 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.

8. It is understood by both signatories to this MOA, that this MOA shall remain in effect in accordance with the terms and conditions of the Award, but in no event longer than 3 years after execution by both parties.

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

MARINE EXCHANGE OF LOS ANGELES-  
LONG BEACH HARBOR

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

By \_\_\_\_\_

Capt. Ghalib Tikari, Program Manager

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LOS ANGELES FIRE DEPARTMENT

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

By \_\_\_\_\_