

LOS ANGELES FIRE DEPARTMENT



BRIAN L. CUMMINGS
FIRE CHIEF

October 24, 2011

BOARD OF FIRE COMMISSIONERS
FILE NO. 11-154

TO: Board of Fire Commissioners

FROM: Brian L. Cummings, Fire Chief

SUBJECT: ACCEPTANCE OF GRANT FUNDS TO CONTINUE THE
DEVELOPMENT AND MAINTENANCE OF NATIONAL URBAN SEARCH
AND RESCUE RESPONSE SYSTEM RESOURCES – URBAN SEARCH
AND RESCUE TASK FORCE FY 2011 READINESS COOPERATIVE
AGREEMENT

FOR INFORMATION ONLY:	<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 Withdrawn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. That the Board of Fire Commissioners accepts and approves 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, City Clerk for committee and City Council consideration in accordance with the Los Angeles Administrative Code, Section 14.6.
3. Request that the Mayor and City Council authorize the Fire Chief to accept the grant award from the Federal Emergency Management Agency (FEMA) for the Urban Search and Rescue (US&R) and execute a no-match Cooperative Agreement in the amount of \$1,085,078 for the term of August 1, 2011 through January 31, 2013, subject to the approval of the City Attorney as to form and legality.
4. Request that the Mayor and City Council authorize the Controller to transfer \$250,000 from Department 38, Fund 100, Account 001012 to Department 38, Fund 335, account to be determined, to support the purchase of necessary expense and equipment items that will be reimbursed by the FEMA grant for the period of August 1, 2011 through January 31, 2013.

5. Request that the Mayor and City Council authorize the Fire Chief, or his designee, to deposit the FEMA grant funds received under this grant into the Los Angeles Fire Department (LAFD) Grant Fund No. 335, account to be determined.
6. Request that the Mayor and City Council authorize the Fire Chief, or his designee, to deposit the FEMA grant funds received under this grant into the LAFD Fund 100, account 004681 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 January 31, 2013.
7. Request that the Mayor and City Council authorize the Controller to transfer funds, between Fund No. 335/38, account to be determined, to various salary accounts within Fund No. 100/38, upon submission of proper documentation by the Los Angeles Fire Department of actual costs incurred from the continued development and maintenance of US&R Response System resources through January 31, 2013.
8. Request that the Mayor and City Council authorize the Controller to transfer the uncommitted balance of advanced funds as of May 1, 2012 from Fund 335, Department 38, Appropriation Account to be determined, to Fund 100, Department 38, Account, 001012 Sworn Salary, to meet payroll needs.
9. Request that the Mayor and City Council, in accordance with Administrative Code 4.133(a), that the following three positions will remain approved and authorized by Resolution, for the period August 1, 2011 through January 31, 2013 within the Fire Department.

<u>No.</u>	<u>Code</u>	<u>Class Title</u>
2	2142-1	Fire Captain I
1	9184-2	Management Analyst II

10. Request that the Mayor and City Council authorize the CAO to make any necessary technical corrections and to revise any Controller instructions consistent with this action.
11. Request that the Mayor and City Council authorize the Fire Chief to negotiate and execute a total of seven sole-source, personal services contracts, each with a sum not to exceed \$99,000, during the period of this Grant, for specialized services, required by FEMA, as follows:

Canine Search Specialist (two contracts),
Debra Tosch
Athena Haus

Medical Team Managers (four contracts)

Dr. Theodore Angus

Dr. Gregory Palmer

Dr. Francine Vogler

Dr. Atilla Uner

Structural Engineering Specialist (one contract)

Neviller Pereira

12. Request that the Mayor and City Council authorize the Fire Chief to negotiate and execute a contract with Providence Health System – Southern California, DBA Providence Saint Joseph Medical Center, not to exceed \$99,000, during the period of this Grant, for Medical Cache maintenance, as required by FEMA.
13. Request that the Mayor and City Council authorize the Fire Chief to negotiate and execute a contract with Westchester Medical Group, not to exceed \$55,000, during the period of this Grant, for medical exams for California Task Force 1 (CA-TF1) members, as required by FEMA.
14. Request that the Mayor and City Council authorize the Fire Chief to negotiate and execute a contract with MYDBSolutions, not to exceed \$6,000, during the period of this Grant, for CA-TF1 cache database, as required by FEMA.
15. Request that the Mayor and City Council authorize the Fire Chief to negotiate and execute a sole-source contract with UCLA Medical Center, not to exceed \$99,000, during the period of this Grant, to purchase snake anti-venom upon deployment, as required by FEMA.
16. Request that the Mayor and City Council instruct the Fire Chief to authorize payments for contracts delineated in Recommendations eleven (11) through fifteen (15) in a total amount not to exceed \$250,000, unless a FEMA authorized deployment occurs.

Summary:

As authorized by the Mayor and City Council on April 4, 1993, the LAFD entered into a Memorandum of Agreement (MOA) with the Governor's Office of Emergency Services and FEMA to become a sponsoring agency for one of the Nation's 28 FEMA US&R Task Forces. Our Task Force is known as CA-TF1. (See Attachment 1.)

One of FEMA's ongoing methods of supporting US&R Task Forces throughout the country is through funding Cooperative Agreements with sponsoring agencies for necessary equipment, training, supplies, and program administration. In recent years

the City Council has accepted no-match Cooperative Agreements from FEMA ranging from \$632,915 to \$1,074,071.

This is a reimbursement grant. FEMA requires that funds be reimbursed after the actual payment of expenditures is made, and the appropriate documentation supporting these expenditures is submitted. As the Department incurs expenses from this program, expenditures will be reimbursed by FEMA funds 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 personal service contracts, training, supplies and equipment, as needed by CA-TF1.

Future Cooperative Agreements will continue to be made available to LAFD on a periodic basis furthering our US&R efforts. The funding breakdown of this Cooperative Agreement is contained within the attached Application and Spending Plan. (See Attachment 2.)

2011 Grant Agreement:

To meet the required deadline, pursuant to Administrative Code 14.6, LAFD submitted the attached application (see attachment 3), seeking \$1,085,078, for the 2011 no-match FEMA grant. The Department received a FEMA Cooperative Agreement grant in the full amount of \$1,085,078 to administer CA-TF1. This Cooperative Agreement will fund necessary program administration, supplies, equipment, and training. Pursuant to City policy, the Department is seeking approval from the Mayor and the City Council to accept and execute this Award.

LAFD personnel costs for this program will cost \$383,887. Prior Cooperative Agreements included funding for two (2) Captain I positions, and one (1) Management Analyst II position to manage the program. These costs include salaries and the fringe based on the Cost Allocation Plan (CAP) 32 and will be paid directly from the Department's salary accounts and be reimbursed back into the respective salary accounts from which expenses incurred.

Up to \$436,191 of the remaining balance will pay for contractual services, training, supplies and necessary equipment for the program's operations. The Department is asking to transfer \$250,000 of the \$436,191 in Fiscal Year 2011/2012. Since this grant covers both Fiscal Years 2011/2012 and 2012/2013, expiring January 31, 2013, the remaining \$186,191 will be requested to be borrowed from the sworn salary account in Fiscal Year 2012/2013. The personnel training costs are budgeted at \$265,000 of which approximately \$240,000 will be used in Fiscal Year 2011/2012 and \$25,000 in Fiscal Year 2012/2013. These personnel training costs will be paid directly from the Department's salary accounts. Personnel costs including fringe covering the resolution authorities of the Management Analyst II and the two Captain I positions will be paid for directly from the Department's salary accounts. Approximately \$354,360 will be paid in

Fiscal Year 2011/2012 and the remaining \$29,527 will be paid in the 2012/2013 Fiscal Year. This grant is for \$1,085,078 with a performance period of August 1, 2011 through January 31, 2013 and covers Fiscal Years 2011/2012 and 2012/2013. Since this is a reimbursement grant, the Department needs to transfer \$250,000 from Department 38, Fund 100, Account 001012, to Department 38, Fund 335, account to be determined.

Personal services contracts are needed for seven (7) required specialized positions. These include two (2) Canine Search Specialists, four (4) Medical Team Managers, and one (1) Structural Engineering Specialists. Because this is an on-going program, the City has existing relationships with these required positions. Because these positions are so specialized, it is difficult to find qualified contractors. Consequently, LAFD seeks to enter into sole source agreements with the existing contractors pursuant to Administrative Code 10.15(a)(2), which allows non-competitive contracts for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character, where the contracting authority finds that competitive bidding is not practicable or advantageous.

Although LAFD seeks authority to execute each of these contracts for up to \$99,000, it is unlikely, absent a deployment, that these contractors will receive the full amount of the contract. Each will be paid for training and other preparation, by an hourly rate, depending upon the individual contractor's qualifications. In addition to the amount authorized under the 2011 FEMA Cooperative Agreement, FEMA will ultimately be responsible for payment to these contractors for any time spent in a FEMA authorized deployment. Because the City must advance FEMA authorized deployment compensation and then obtain reimbursement from FEMA, the City must have a mechanism to pay each contractor in addition to the time spent on training and other preparation. Consequently, each contract provides for payment of up to \$99,000.

The Cooperative Agreement requires that LAFD, as the sponsoring agency, provide medical exams for the Task Force Members. This includes both participating LAFD personnel and members who participate through personal service contracts. An amount of up to \$55,000 has been budgeted in this Cooperative Agreement for this purpose.

The Cooperative Agreement requires that CA-TF1, ensures the database purchased with FEMA grant funds is maintained and updated as needed. This database was purchased from MYDBSolutions previously and can only be maintained through them. FEMA Cooperative Agreement funds are available for the continued maintenance of this mandatory cache database required by FEMA. An amount of up to \$6,000 has been budgeted in this Cooperative Agreement for this purpose.

CA-TF1 must maintain medical supplies including pharmaceutical inventories. While we have an existing contract with Providence Health System – Southern California, DBA Providence Saint Joseph Medical Center to provide this service, we contacted three other hospitals to obtain estimates. Unfortunately, none were willing to enter into agreements with us. We therefore seek authorization for the Fire Chief to enter into a

sole source agreement with Providence Health System – Southern California, DBA Providence Saint Joseph Medical Center in accordance with Los Angeles Administrative Code 10.15 (a)(2), which allows non-competitive contracts for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character, where the contracting authority finds that competitive bidding is not practicable or advantageous. Providence Health System – Southern California, DBA Providence Saint Joseph Medical Center currently is the regional cache center, since it carries enough supplies to support ten hospitals in case of an emergency. Providence Health System – Southern California, DBA Providence Saint Joseph Medical Center is able to provide a locked, secure refrigerated storage area for our medical cache.

In addition to the total amount authorized under the 2011 FEMA Cooperative Agreement, FEMA will ultimately be responsible for payment under this contract, pursuant to the reimbursement process FEMA established for FEMA authorized deployment. Because the City must advance payments, and then obtain reimbursement from FEMA, the City must have a mechanism to pay this contractor if services are required. The budgeted amount for these services is up to \$99,000.

Finally, the Cooperative Agreement requires CA-TF1, upon deployment, to have access to snake anti-venom. Consequently, LAFD requests that the Fire Chief have authority to enter into a sole source agreement, in accordance with Los Angeles Administrative Code 10.15 (a)(2), with UCLA Medical Center, for the purpose of purchasing snake anti-venom when required. UCLA Medical Center is in close proximity to LAFD's US&R Unit, where mobilization efforts are made for deployment. Depending on where a FEMA deployment may occur, it is necessary to procure the specific type of snake anti-venom needed for the locale, and UCLA maintains sufficient variety of snake anti-venom, since UCLA Medical Center farms snakes for the purpose of producing snake anti-venom. This agreement will allow LAFD, as the sponsoring agency of CA-TF1, to purchase the needed anti-venom upon deployment only. FEMA will ultimately be responsible for payment under this contract, pursuant to the reimbursement process FEMA established for FEMA authorized deployment. Because the City must advance payments, and then obtain reimbursement from FEMA, the City must have a mechanism to pay this contractor if services are required.

Fiscal Impact:

There is no impact on the General Fund.

Conclusion:

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. The Fire Department has been notified that FEMA has offered a no-match \$1,085,078 Cooperative Agreement. This Cooperative Agreement is to be used for program management and staffing, travel, training delivery, and equipment acquisition.

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

Attachments

FEDERAL EMERGENCY MANAGEMENT AGENCY
WASHINGTON, D.C. 20472

MEMORANDUM OF AGREEMENT

An agreement entered into this 4th day of April, 1993, by and between the Federal Emergency Management Agency (FEMA), the State of California, and the City of Los Angeles Fire Department, an Urban Search and Rescue Task Force.

I. PURPOSE

To delineate responsibilities and procedure for Urban Search and Rescue (US&R) activities under the authority of the Robert T. Stafford Disaster Relief and Emergency Act, Public Law 93-288, as amended, 42 U.S.C. §5121, et seq. and relevant State authorities, or when otherwise properly directed.

II. SCOPE

The provision of this Memorandum apply only to US&R Task Force activities performed at the request of the Federal government, provided at the option of the local jurisdiction and the State, and in conjunction with, or in preparation of, a Presidential declaration of disaster or emergency and upon activation as outlined below in sub-element V.A. Details concerning specific working relationships on various projects may be appended to this document as they are developed.

III. DEFINITIONS

- A. Activation: the process of mobilizing specific Task Forces to deploy to a designated disaster site. If the Task Force responds to such a mobilization request, the Task Force is to arrive with all equipment and personal gear at a predesignated deployment site and be at the disaster site within six hours of the activation notice.
- B. Alert: the process of informing Task Forces that an event has occurred and that Task Forces might be activated at some point within a 12-hour time frame.
- C. Associate Director: the Associate Director for State and Local Programs and Support Directorate, FEMA.
- D. Department of Defense (DOD): the Department of Defense, to include military and civilian components. DOD is the primary agent for coordinating US&R efforts under Emergency Support Function (ESF) #9, US&R, under the Federal Response Plan.

- E. Director: the Director of the Federal Emergency Management Agency.
- F. Disaster Assistance Employee (DAE): a temporary Federal employee, hired under the provisions of the Robert T. Stafford Disaster Relief Act.
- G. Disaster Medical Assistance Team (DMAT): a functional unit activated under the National Disaster Medical System (NDMS) which provides austere medical care in a disaster area or medical services at transfer points and reception sites associated with patient evacuation.
- H. Emergency Information and Coordination Center (EICC): a control center located within FEMA headquarters in Washington, D.C., to provide interagency coordination of assistance to emergency or disaster areas.
- I. FEMA: the Federal Emergency Management Agency.
- J. Incident Commander: the individual in charge of coordinating relief activities within the disaster site; under normal circumstances this individual will be an emergency manager from the local community responsible for incident activities including the development and implementation of strategic decisions and for approving the allocation of resources.
- K. National Disaster Medical System (NDMS): a cooperative effort of the Department of Health and Human Services (HHS), Department of Defense (DOD), Department of Veterans Affairs (VA), FEMA, and State and local governments and the private sector designed to care for a large number of casualties resulting from either a domestic disaster or an overseas war. The Public Health Service (PHS) heads the program.
- L. National Emergency Coordinating Center (NECC): a primary notification center located in Berryville, Virginia.
- M. Sponsoring Organization: a public entity, to be named in each instance, providing official sanction to a US&R Task Force.
- N. State or States: the State, Commonwealth, or U.S. territory government to which the sponsoring organization reports, which shall be named in each instance.
- O. Task Force: an integrated collection of personnel and equipment meeting standardized capability criteria for addressing the special needs of US&R.

- P. Task Force Leader: an individual responsible for team training, equipment maintenance, mobilization, and tactical direction of the Task Force.
- Q. Urban Search and Rescue (US&R): specialized tactics, personnel, and equipment suited to the unique lifesaving problems presented in structural collapse situations.

IV. RESPONSIBILITIES

A. FEMA shall be responsible for:

1. Coordination between the sponsoring organization, the local jurisdiction, the State, and other relevant governmental and private parties.
2. Limited funding and technical support for equipment and training specifically aimed at preparing a promising Task Force to be a fully implementable Task Force, as prescribed in the FEMA Urban Search and Rescue Response System Manual. Use of this equipment will be limited to FEMA-sanctioned response activities, appropriate responses as determined by the local jurisdiction, and mutually agreed upon training.
3. Out-of-pocket expenses for team members deployed to a disaster site, as outlined in Section VI. FINANCIAL AGREEMENTS.
4. Document control at the regional office, ensuring that all reports are directed to FEMA Headquarters SL-OE-FR-OP, Attn: US&R.

B. The State shall be responsible for:

1. Maintaining 24-hour alert capabilities, including a point-of-contact or duty officer available at all times.
2. Implementing FEMA's alert and activation procedure of the State sponsored Task Force when called upon to do so by FEMA.
3. Document control at the State office, ensuring that all reports are directed to their respective FEMA Regional Point of Contact.

C. DOD shall be responsible for:

1. Deploying US&R Task Forces from designated staging areas and moving such Task Forces to and from the disaster site.
2. Logistical, maintenance, and other support to deployed US&R Task Forces.
3. Coordinating the replacement and/or rehabilitation of damaged or destroyed equipment used in the course of the operations.

D. The sponsoring organization shall be responsible for:

1. Recruiting and organizing a Task Force, according to guidelines prescribed in the FEMA Urban Search and Rescue Response System Manual.
2. Registering and qualifying all medical personnel on the Task Force through PHS as a specialized DMAT. This includes a separate MOU with PHS, attached as Attachment B.
3. Providing training to Task Force members. Training should be contiguous with the objectives of upgrading, developing, and renewing skills, as needed, to maintain qualifications for a particular position on the Task Force. A section on the Incident Command System should be taught to all Task Force members.
4. Developing, practicing and implementing an internal call-out system for its members.
5. Administrative, financial, and personnel management as they relate to the Task Force. All original paperwork will be filed at the sponsoring organizations, with copies as outlined in Section IX. REPORTING REQUIREMENTS, below, sent to FEMA, SL-OE-PR-OP, Attn: US&R.
6. Reporting as delineated in Section VIII. Reporting Requirements.
7. Developing, maintaining, and accountability for US&R-specific equipment to be purchased with matching funding from FEMA and the local sponsoring organization.

8. Providing personnel and equipment for US&R-related exercises, as agreed upon with FEMA and the State, subject to the availability of such Task Force personnel and equipment which will be based upon requirements and priorities of the local jurisdiction and the State at the time such personnel and equipment are requested.

V. PROCEDURES

A. Activation

1. Upon request from State governments for Federal disaster assistance, and/or determination by FEMA that pre-positioning US&R Task Forces is prudent, FEMA shall request the activation of forces necessary to respond to the emergency or disaster situation.
2. Activation notices shall be communicated by the EICC or NECC, through the appropriate State Emergency Management Office, to Task Force Leaders.

B. Mobilization, Deployment, and Redeployment

1. The Task Force Leader shall notify members of Federal activation.
2. If the Task Force responds to a notification of Federal activation, Task Force leaders and Team leaders shall move the Task Force and its equipment to predesignated airfields for pick-up by DOD aircraft within six hours of the official activation.
3. Upon arrival at the mobilization area, DOD will provide an on-ground briefing, maps, food, and housing (as necessary), and other items essential to the initial set-up and support of the Task Force. DOD will supply a liaison and a radio operator to each Task Force deployed to a disaster site.
4. DOD shall provide transportation from the staging area to the disaster site and return.
5. The Task Force shall be redeployed to the point of origin airfield by DOD aircraft upon completion of the US&R mission.

C. Command and Control

1. DOD has overall command and control of the US&R function.
2. Tactical employment of US&R Task Forces shall be passed from DOD to the local or on-site Incident Commander within a disaster area.

VI. FINANCIAL AGREEMENTS

- A. Task Force members shall be compensated in accordance with pay schedules and policies set forth by the Federal Government, including DOD and/or FEMA (i.e., Federal Disaster Assistance Employee Program), the State, and the local organization, as determined prior to implementation of this agreement.
- B. Skill and experience levels shall be established for each Task Force member upon inclusion into the national system and appropriate compensation determined based on VI. A., above.
- C. Task Force members shall be reimbursed for travel and per diem costs in accordance with Federal travel regulations, unless otherwise authorized.
- D. Members shall be reimbursed for reasonable personal costs of operations and maintenance incurred in conjunction with disaster operations.
- E. Any reasonable expense incurred by an organization in filling a Task Force member's position while the Task Force member has been activated will be paid for by FEMA. FEMA will not pay personnel costs above the normal and usual rate for that position. It is expressly agreed and understood by FEMA, the State, and the local jurisdiction that such personnel reasonably include overtime compensation if the local jurisdiction is required to pay such compensation costs in filling positions deemed critical for public safety and well-being.
- F. Task Force organizational materials, equipment, and supplies consumed in providing requested assistance shall be reimbursed on a replacement basis. Replacement and/or rehabilitation requests shall be submitted to DOD before demobilization.

- G. Rehabilitation or replacement costs of operational equipment will be reimbursed if the piece of equipment was used at a disaster site or on disaster exercises, as authorized by FEMA. While FEMA will consider on a case-by-case basis the replacement of lost or stolen equipment, where that equipment was not lost or stolen as a result of negligence on the part of the Task Force or its personnel, FEMA will replace that equipment.
- H. No Task Force or any Task Force member shall be reimbursed for costs incurred by activations outside the scope of this agreement.
- I. All equipment purchased under this agreement will revert to the local sponsoring organization at the time that this agreement is dissolved. ✓
- J. All financial commitments herein are made subject to the availability of funds and the further mutual agreement of the parties.
- K. Cash grants awarded by FEMA from FY 1990 or FY 1991 funds for equipment or training must be matched on a 50/50 hard match basis.

VII. REPORTING REQUIREMENTS

- A. The sponsoring organization will submit quarterly financial and activity reports to the State, to be forwarded to the FEMA Regional office then to FEMA Headquarters, in accordance with Comprehensive Cooperative Agreement Article VI., Reports, included as Attachment B.
- B. The sponsoring organization will submit, in writing, to the State, to be forwarded to the FEMA Regional Office then to the FEMA Headquarters, all personnel changes as they relate to the composition of the Task Force. This includes information of personnel training and qualification upgrades. The relevant portion of the qualifications list will be submitted as new members are admitted to positions on the Task Force.
- C. A copy of the PHS MOU will be submitted to FEMA, SL-OE-FR-OP, Attn: US&R.

- D. Verification of Task Force member credentials, as they relate to the criteria outlined in the Description Manual will be submitted on an annual basis and at other times as requested by FEMA.
- E. A new qualifications list will be submitted at least three months, but no earlier than six months, prior to the end of this agreement in order to determine if the MOU shall be renewed.

VIII. CONDITIONS, AMENDMENTS AND TERMINATION

- A. This Memorandum may be modified or amended only with written agreement of all parties, and all amendments will be attached to this agreement. The memorandum may be terminated by any party upon 30 days written notice.
- B. FEMA complies with the provisions of Executive Order 11246 of September 24, 1965, as amended, and with the rules, regulations and relevant orders of the Secretary of Labor to the end that "(FEMA) will not discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex or national origin." In addition, 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, nationality, sex, age, or economic status.

X. LIABILITY AND WORKER'S COMPENSATION

- A. Once a Task Force is activated under terms of this Memorandum of Agreement, the Non-Liability clause as stated in the Robert T. Stafford Disaster Relief and Emergency Act, Public Law 93-288, as amended, 42 U.S.C. §5121, et seq., Section 305, will be in effect: "The Federal Government shall not be liable for any claim based upon the exercise or performance of or the failure to exercise or perform a discretionary function or duty on the part of a Federal agency or an employee of the Federal Government in carrying out the provisions of this Act."

- B. Los Angeles City Task Force members engaged in activities outlined in the terms of this MOA will be afforded the same protection (under the Federal Tort Claims Act and the Federal Employees' Compensation Act (FECA)) against personal liability, death, or injury as are regular Federal employment. Federal benefit payments made in reference to this section will be paid to the City to off-set the City's obligation paid to injured/dead personnel and their beneficiaries.

X. ATTACHMENTS

- A. PHS/City of Los Angeles MOU
- B. Attachment C, FEMA MOA Terms and Conditions

MEMORANDUM OF AGREEMENT
LOS ANGELES CITY

Richard W. Humm
Associate Director
State and Local Programs and Support
FEMA/Washington

October 27, 1993
Date

William W. Medsker
Regional Director
FEMA Region IX

July 19, 1993
Date

Richard L. Lander
Authorizing Official/Title
California State Office of
Emergency Services

DIRECTOR

June 28, 1993
Date

Tom Bradley MAYOR
Authorizing Official/Title
Sponsoring Organization
City of Los Angeles

APR 28 1993
Date

FEMA MEMORANDUM OF AGREEMENT (MOA) TERMS AND CONDITIONS

- * The task force members will be registered as volunteers with FEMA. Task force members will remain employed by their respective sponsoring jurisdictions for salary and assessments of other benefits; but upon activation, they will become Federal employees for the tort liability purposes of the Federal Tort Claims Act. FEMA will reimburse the sponsoring organization, the normal and usual rates of pay and backfill costs accrued as a result of the activation of the task force by FEMA.
- * For the purposes of workers compensation and long-term disability, task force members who perform disaster relief functions in connection with this US&R program will be considered performing within the scope of their employment with the sponsoring jurisdiction, and, as such, subject to the State or local worker's compensation laws. The sponsoring jurisdiction shall be reimbursed by FEMA for the payment of these benefits and expenses incurred as a result of a FEMA-sponsored training exercise or disaster response.
- * Those individuals who are not employees of the sponsoring organization will be either brought onto the sponsoring jurisdiction or the State's payrolls as contingent employees for purposes of consolidated billing. If the State or the local jurisdiction cannot accomplish this, FEMA will register these individuals as Federal employees at Federal pay schedules established in conjunction with the National US&R Program.

* Although the Memorandum of Agreement states that "Cash grants awarded by FEMA from FY 1990 or FY 1991 funds for equipment or training must be matched on a 50/50 hard match basis" (VI.K.), modification of the funding was revised since the MOA was sent to each task force. The FY 1990 funding (\$10,000 for each task force for training) is a 75/25 in-kind match.

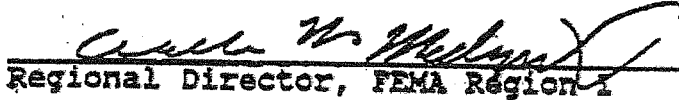
We have read the above and concur with the stated terms.



Deputy Associate Director

State and Local Programs and Support, FEMA/Washington

9/30/93
Date



Regional Director, FEMA Region 1

July 14, 1993
Date



State Director, Emergency Management Office

June 28, 1993
Date



Sponsoring Jurisdiction

JUN 17 1993
Date

REPORT FROM



CITY ADMINISTRATIVE OFFICER

TO X The Emergency Operations Board	DATE JAN 25 1993	CAO FILE No. 1000-0001
REFERENCE		COUNCIL FILE No.
SUBJECT X Federal Emergency Management Agency Urban Search and Rescue Response System		COUNCIL DISTRICT

SUMMARY

Background

Urban Search and Rescue (USAR) is the process of locating, extricating, and providing initial medical treatment to trapped victims of structural collapses. It is considered to be a highly technical field, requiring specialized training and equipment. Structural collapse can be caused by earthquakes and other natural (hurricanes, typhoons) and technological (explosion) disasters. In Southern California the current increased threat of a major earthquake has heightened the need for this capability.

The National Urban Search and Rescue Response System is a network of task forces used for the rescue of victims and mitigation of hazards at large scale disasters (earthquakes, tidal waves, industrial accidents, etc.) on a national level. The FEMA USAR Task Force is designed to improve local rescue capability through specialized procedures, training and equipment, and augment local resources through the mutual aid concept. There are 25 nationwide USAR Task Forces (eight in California). The California participants include Los Angeles County, Orange County, and the Cities of Riverside, San Diego, Sacramento, Oakland, Menlo Park and Los Angeles. The USAR Task Forces are deployed as needed by the Federal Emergency Management Agency (FEMA) and Department of Defense (DOD) based upon proximity to a disaster and Task Force capabilities. (In California the Task Forces also have a monthly rotation schedule.) The State Office of Emergency Services (OES) provides for coordination within California and with FEMA.

FEMA USAR Task Force Composition

A FEMA USAR Task Force is comprised of 56 positions and various equipment items. All members of the Task Force are required to be able to meet a six-hour window for mobilization and be self-sufficient for at least 72 hours during the initial phase of the mission. An USAR Task Force is headed by a Task Force Leader who is responsible for managing and supervising all the search and rescue

(Summary continued)

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CITY ADMINISTRATIVE OFFICER

activities of the group during a mission assignment. Two Task Force Leaders oversee four major teams: Search, Rescue, Medical and Technical.

The Search Team's primary focus is to locate live victims trapped in collapsed buildings. The Search Team has eight members which include two managers, four canine search specialists and two technical search specialists.

The Rescue Team's primary responsibilities are to perform evaluations of compromised areas, structural stabilization, breaching and site exploration and live victim extrication. This Team has 26 members which include two managers, four rescue squad officers and 20 rescue specialists.

The Medical Team is designed to provide pre-hospital and emergency medical care during a mission and at rescue sites. This team includes two managers and four medical specialists.

The Technical Team's responsibilities are the evaluation of hazardous or compromised areas, structural assessment, stabilization advice, hazardous materials monitoring, liaison with local capabilities, communications and logistics responsibilities, and the information management and documentation requirements of the Task Force. This team includes two each of the following positions: managers, structures specialists, hazardous materials specialists, heavy rigging and equipment specialists, technical information specialists, communications specialists and logistics specialists.

In order for the task force to operate effectively an equipment cache is essential. Task Force equipment includes power and hand tools for rescue, specialized equipment for search, a separate medical cache, safety equipment, and logistical support equipment. All equipment and supplies must be properly packaged in appropriate containers to facilitate the shipping requirements and property accountability.

City Participation

The City, through the Emergency Operations Organization, began a three year phased program in fiscal year 1990-91 to develop and implement an integrated USAR Program. This was to include the Fire Department (LAFD), Police Department (LAPD), Public Works, Building and Safety, Water and Power and other departments in field operations. Subsequently FEMA initiated the National USAR program. The LAFD has been participating with OES and FEMA since 1990 in preparing itself to be the City's lead representative in this national effort. On July 10, 1991, LAFD applied on the City's behalf to become a sponsoring agent of the FEMA USAR Response System and was selected by FEMA as one of its participants.

The City's FEMA USAR Task Force members will primarily come from the LAFD. Six Structural Engineers from the Department of Building and Safety have been designated to serve as the structures specialists on the Technical Team. The LAFD has designated and provided training for approximately 70 staff as USAR participants.

Summary continued)

The Search Team's canine search specialists will be provided by the State OES. (The LAFD is working with LAPD on the possible development of a local canine search specialist program.) The Medical Team managers are private emergency room certified physicians. However, when the City's Task Force is activated, all Task Force members are under the leadership of LAFD employees.

Formal participation of the City in the FEMA USAR Response System is contingent upon the execution of two documents:

A Memorandum of Agreement (MOA) between FEMA, State OES and the City of Los Angeles (see Attachment); and

A Memorandum of Understanding (MOU) between the United States Public Health Service and the City of Los Angeles Fire Department (see Attachment).

The MOA delineates the responsibilities and procedures of the federal, state and local entities for the National USAR Response System. It applies only to the FEMA USAR activities performed at the request of the Federal government, provided at the option of the local jurisdiction and the State, and in conjunction with, or in preparation of, a Presidential declaration of a disaster or emergency. The MOA defines the responsibilities of FEMA, the State and sponsoring organization in the FEMA USAR Response System. The MOA delineates the City's responsibilities towards providing training to the USAR Task Force members, developing and maintaining USAR-specific equipment, and fulfilling reporting requirements.

The MOU is needed in conjunction with the MOA. Once the City's USAR Task Force is activated under FEMA and DOD, the Medical Team manager members, who are private physicians, come under LAFD authority. The MOU federalizes the Medical Team managers and specialists (LAFD Paramedics) and thus allows those members to operate outside their regular County and State boundaries.

The execution of these agreements will provide our City with a greatly enhanced capability of performing collapsed structure and other specialized rescues within the City, the State and the Nation. This is a capability that would not have been attained had it not been for this unique program involving multi-disciplined teams trained and equipped to handle from basic rescues to the extremely complex problems found in catastrophic structural collapses.

The MOA and MOU have been reviewed and approved by the City Risk Manager and City Attorney.

Funding of USAR

The City has approved USAR funding in the Emergency Operations budget in the last three fiscal years. In fiscal year 1990-91 \$50,000 was budgeted for Phase I to provide training of Fire and Public Works personnel, acquisition of a trailer and search and rescue tools and equipment. In fiscal year 1991-92 \$102,825 was budgeted for Phase II which provided training programs and materials, various

(Summary continued)

equipment items including a second trailer with tools, emergency food and water, site survey and development of plans for a training site. Phase III in fiscal year 1992-93 includes \$150,000 to provide training, a third trailer with search and rescue tools and equipment and a fully developed training site.

Some of the City's USAR start up costs will be reimbursed. As a result of the City's participation in the National USAR program, FEMA has allocated \$57,825 in grant funds, to be met by a required equal City cash match, for USAR Task Force materials, supplies and equipment purchases. The City's cash match will be met with funding already budgeted for USAR supplies, materials and equipment. Upon receipt, the federal grant funds should be deposited in the Emergency Operations Fund for purchase of additional supplies and equipment. FEMA has also allocated \$10,000 as reimbursement for USAR training costs incurred by LAFD. Upon receipt, this funding should be deposited into the City's General Fund. The State OES is providing the City over \$60,000 worth of specialized equipment on a long-term loan to support task force operations. Great Western Bank has donated a trailer to the City for the program.

When the City's USAR Task Force is activated by FEMA and DOD the salaries and benefits of the City's Task Force members will continue to be paid by the City, subject to reimbursement by FEMA upon application by the City. The City will also be reimbursed for travel and per diem costs. Any reasonable expense (salaries and overtime) incurred by an organization in backfilling a Task Force member's position, while that member has been activated under the FEMA USAR Task Force, will be paid for by FEMA upon application by the City.

In the 1992-93 budget funds for certain USAR materials and supplies, totalling \$33,000, were inadvertently placed into the equipment account rather than the appropriate expense account of the Emergency Operations Fund. Therefore a transfer to the appropriate account is required to allow the purchase of these necessary items.

RECOMMENDATIONS

1. That the Emergency Operations Board accept and forward to the Mayor for transmittal to the Council the report and recommendations of the City Administrative Officer regarding the City's participation in the Federal Emergency Management Agency Urban Search and Rescue Response System.
- . That the Council, subject to the approval of the Mayor:
 - a. Approve the City's participation in the Federal Emergency Management Agency Urban Search and Rescue Response System.
 - b. Authorize the Mayor to execute the Memorandum of Agreement between the City, Federal Emergency Management Agency and the State Office of Emergency Services.

Recommendations continued)

- c. Authorize the Chief Engineer and General Manager of the Fire Department to execute the Memorandum of Understanding between the City of Los Angeles Fire Department and the United States Public Health Service.
- d. Authorize and instruct the Fire Department to apply for the \$57,825 grant reimbursement from the Federal Emergency Management Agency for Urban Search and Rescue materials, supplies and equipment and to deposit those funds into the Reserve Fund.
- e. Instruct the Controller, upon receipt of the abovementioned funds, to transfer \$57,825 from the Reserve Fund to the Unappropriated Balance and appropriate therefrom to the Emergency Operations Fund No. 392, Department No. 34.
- f. Authorize and instruct the Fire Department to apply for the \$10,000 training reimbursement funds from the Federal Emergency Management Agency for Urban Search and Rescue and to deposit those funds into the General Fund.
- g. Authorize the transfer of \$33,000 within the Fiscal Year 1992-93 Emergency Operations Fund No. 392, Department No. 34 from Furniture and Equipment Account No. 7300 to Operating Supplies Account No. 6020.

KC:RAP:ar

Attachments

RAT 

CITY OF LOS ANGELES
CALIFORNIA



TOM BRADLEY
MAYOR

ELIAS MARTINEZ
City Clerk

J. Michael Carey
Executive Officer

When making inquiries
relative to this matter
refer to File No.

92-2021-S1

Office of
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - 485-5763
General Information - 485-5765

Pat Letcher
Chief Legislative Assistant

Citywide

April 14, 1993

Honorable Tom Bradley, Mayor (with file)

RE: (A) THE CIVIL DISTURBANCE ANNEX TO THE CITY'S EMERGENCY OPERATIONS
MASTER PLAN AND PROCEDURES; (B) THE FEMA URBAN SEARCH AND RESCUE
(USAR) RESPONSE SYSTEM, AND (C) THE HURRICANE ANDREW/DADE COUNTY
INSPECTION TEAM REPORT AND RECOMMENDATIONS

At the meeting of the Council held April 13, 1993, the following action
was taken:

attached report adopted.....	X
" motion " ()	
" resolution " ()	
Ordinance adopted.....	
motion adopted to approve attached report.....	
" " " " communication.....	
to the Mayor for concurrence.....	X
to the Mayor FORTHWITH.....	
Mayor concurred.....	
Appointment confirmed.....	
Findings adopted.....	
Negative Declaration adopted.....	
Categorically exempt.....	
Generally exempt.....	
CR certified.....	
Fact map approved for filing with the County Recorder.....	
Parcel map approved for filing with the County Recorder.....	
and approved is No. _____ of Contract.....	
Resolution of acceptance of future street to be known as _____ adopted.....	
Attach a copy of follow-up Department Report to file.....	
Item mentioned therein is/are No. _____	
of contracts.....	

Elias Martinez

City Clerk

TO THE COUNCIL OF THE
CITY OF LOS ANGELES

Your

PUBLIC SAFETY

Committee

reports as follows:

Public Comments: Yes No
X

PUBLIC SAFETY COMMITTEE REPORT relative to (A) the Civil Disturbance Annex to the City's Emergency Operations Master Plan and Procedures; (B) the FEMA Urban Search and Rescue (USAR) Response System, and (C) the Hurricane Andrew/Dade County Inspection Team Report and recommendations.

Recommendations for Council action, as recommended by the City Administrative Officer (CAO) and Emergency Operations Board,
SUBJECT TO THE APPROVAL OF THE MAYOR:

- A. APPROVE the Civil Disturbance Annex to the City's Emergency Operations Master Plan and Procedures. This Annex is intended to augment the City's Master Plan and departmental emergency plans and provide direction and guidance to City departments when responding to a civil disturbance emergency.
- B. APPROVE the City's participation in the Federal Emergency Management Agency (FEMA) Urban Search and Rescue Response System and AUTHORIZE the Mayor to execute the MOU between the City, Federal Emergency Management Agency and the State Office of Emergency Services.
 1. AUTHORIZE the Chief Engineer and General Manager of the Fire Department to execute the MOU between the Fire Department and the United States Public Health Service.
 2. AUTHORIZE AND INSTRUCT the Fire Department to apply for the \$57,825 grant reimbursement from FEMA for urban search and rescue materials, supplies and equipment and to deposit those funds upon receipt into the Reserve Fund.
 3. INSTRUCT the Controller, upon receipt of the abovementioned funds, to transfer \$57,825 from the Reserve Fund to the Unappropriated Balance and appropriate therefrom to the Emergency Operations Fund No. 392, Department 34.
 4. AUTHORIZE AND INSTRUCT the Fire Department to apply for the \$10,000 training reimbursement funds from FEMA for Urban Search and Rescue and to deposit those funds into the General Fund.

(continued)

(2)

~~A. AUTHORIZE the transfer of \$33,000 within the Fiscal Year 1992-93 Emergency Operations Fund No. 392, Department No. 14 from Furniture and Equipment Account No. 7300 to Operating Supplies Account No. 6020.~~

- C. INSTRUCT the Emergency Operations Board to establish an Employee Welfare Subcommittee of the Emergency Management Committee to evaluate and make recommendations regarding the City's role in and responsibility for providing post-disaster employee and employee family welfare assistance as was required following the Hurricane Andrew disaster in portions of Florida and Louisiana.
1. INSTRUCT the Department of Public works to review its emergency plans and training programs to ensure that the following issues are appropriately addressed: 1) debris handling and landfill issues (point of origin sorting, recycling, transfer sites, burn sites, etc.) likely to be encountered as a result of a major disaster; 2) wastewater treatment issues likely to arise as a result of disaster debris entering the collection system.
 2. INSTRUCT the Personnel Department to review its emergency plans and training programs to ensure that appropriate safeguards have been developed to maximize the return of City equipment issued to volunteers.
 3. INSTRUCT the Department of Transportation, with assistance from the Department of Public Works, to ensure that adequate planning and training is completed relative to the appropriate post disaster inspection and clearing of critical roadways.
 4. INSTRUCT the Department of General Services to evaluate what impact a loss of air conditioning would have on the City's electronic communications/switching equipment and if the air conditioning for any of this equipment is supported by backup emergency power.

SUMMARY

On February 22, 1993, your Committee considered an omnibus transmittal on emergency response planning transmitted by the City's Emergency Operations Board (EOB). This transmittal consisted of four different reports, one of which on "Guidelines and Funding Recommendations for Employee Preparedness Training" was subsequently referred to the Budget and Finance Committee for further consideration.

(continued)

(3)

A. CIVIL DISTURBANCE ANNEX

The attached Civil Disturbance Annex is the culmination of an integrated inter-departmental planning process which identified departmental missions, objectives, tasks and affixed responsibilities based on pre-event, response and recovery time frames. This Annex meets the criteria for an emergency plan as delineated in the report of the Special Advisor (Webster Commission Report). It is anticipated that six additional hazard specific annexes to the Master Plan covering storms, fires, earthquakes, etc., will be completed during the next year.

Additionally, in response to lessons learned from last spring's civil unrest, the EOB is adding language to the Master Plan which requires the EOB to convene as rapidly as possible in the event of a major emergency. Master Plan Section 004.01 is being expanded to ensure that the EOB provides coordination and direction early in an emergency.

B. FEMA URBAN SEARCH AND RESCUE (USAR) RESPONSE SYSTEM

The CAO and EOB are recommending that the City participate in the FEMA USAR Response System. USAR is the process of locating, extricating, and providing initial medical treatment to trapped victims of structural collapses. It is considered a highly technical field requiring specialized training and equipment. Structural collapse can be caused by earthquakes and other natural disasters, and technological (explosion) disasters. In Southern California the current increased threat of a major earthquake has heightened the need for this capability.

C. HURRICANE ANDREW/DADE COUNTY CITY INSPECTION TEAM REPORT

The EOB also adopted the CAO's report and recommendations regarding the City's evaluation of the lessons learned by the Hurricane Andrew inspection team. On October 19, 1993, a 13 member City inspection team traveled to south Florida. Team members observed a degree of devastation and accumulated debris beyond one's ability to adequately comprehend from media reports. Hurricane Andrew left south Dade County with enough debris to exhaust 15 to 20 years of available land fill.

All employers, both public and private, acknowledged their employees were their most critical resource. With almost everything within the storm's 40 mile wide path suffering moderate to heavy damage, employers were hard pressed to find any employee who lived in south Dade County who was not in some way directly affected by Hurricane Andrew. The major lessor learned from those

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(4)

who experienced Hurricane Andrew and its aftermath is that if a disaster directly impacts a significant percentage of an employer's work force, employee welfare issues will, by necessity, become that employer's number one recovery priority.

Additional information is contained in the individual reports on file. A separate report will be submitted in response to the second transmittal on file regarding "Guidelines and Funding Recommendations for Employee Preparedness Training" which was referred March 17, 1993, to the Budget and Finance Committee for further consideration (CF 92-2021-S3).

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

JCB
3-17-93
Citywide

M. Frank
Mark L. Kelly - J

REPT.
ADOPTED

APR 13 1993

LOS ANGELES CITY COUNCIL

**2011 Cooperative Agreement
EMW-2011-CA-00049
Spending Plan
August 1, 2011 through January 31, 2013**

[illegible]