



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

December 14, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE THE ACCEPTANCE OF GRANT FUND, #2010-SR-24-K045,
FROM THE U. S. DEPARTMENT OF HOMELAND SECURITY,
FEDERAL EMERGENCY MANAGEMENT AGENCY
FY 2010 URBAN SEARCH AND RESCUE
READINESS COOPERATIVE AGREEMENTS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval to accept \$1,045,500 in grant funding from the U. S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) FY 2010 Urban Search and Rescue Readiness Cooperative Agreements.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF
THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Accept \$1,045,500 in grant funding, #2010-SR-24-K045, from DHS/FEMA FY 2010 Urban Search and Rescue Readiness Cooperative Agreements.
2. Authorize the Fire Chief, or his designee, to sign any documents required by the DHS/FEMA that are associated with the administration and management of this grant.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS	CALABASAS	DIAMOND BAR	HIDDEN HILLS	LA MIRADA	MALIBU	POMONA	SIGNAL HILL
ARTESIA	CARSON	DUARTE	HUNTINGTON PARK	LA PUENTE	MAYWOOD	RANCHO PALOS VERDES	SOUTH EL MONTE
AZUSA	CERRITOS	EL MONTE	INDUSTRY	LAKEWOOD	NORWALK	ROLLING HILLS	SOUTH GATE
BALDWIN PARK	CLAREMONT	GARDENA	INGLEWOOD	LANCASTER	PALMDALE	ROLLING HILLS ESTATES	TEMPLE CITY
BELL	COMMERCE	GLENORA	IRWINDALE	LAWNDALE	PALOS VERDES ESTATES	ROSEMEAD	WALNUT
BELL GARDENS	COVINA	HAWAIIAN GARDENS	LA CANADA FLINTRIDGE	LOMITA	PARAMOUNT	SAN DIMAS	WEST HOLLYWOOD
BELLFLOWER	CUDAHY	HAWTHORNE	LA HABRA	LYNWOOD	PICO RIVERA	SANTA CLARITA	WESTLAKE VILLAGE
BRADBURY							WHITTIER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the DHS/FEMA FY 2010 Urban Search and Rescue Readiness Cooperative Agreements grant is to fund services and supplies, salaries and employee benefits, and capital assets to allow the District's firefighters and rescue teams to complete their mission in accordance with the guidelines set forth in the grant.

Approval of the recommendations now before your Board will allow sufficient funding for preparedness, operations, and maintenance of the District's Urban Search and Rescue (US&R) Task Force, and will address the following:

- Salaries and Employee Benefits \$587,000
- Services and Supplies \$274,500
- Capital Assets \$184,000

The grant funding for Services and Supplies will consist of travel, training, and warehouse improvements which includes the effective use of storage and workspace. Capital Asset purchases will include communication equipment, rescue equipment, and FEMA Incident Response Vehicles (FIRVs).

Implementation of Strategic Plan Goals:

Approval of the recommended actions is consistent with the County's Strategic Plan Goal #1, Operational Effectiveness, through emergency preparedness and response efforts; and Goal #5, Public Safety, which guides us to "Ensure that the committed efforts of the public safety partners continue to maintain and improve the safety and security of the people of Los Angeles County."

FISCAL IMPACT/FINANCING

The District's Fiscal Year 2010-11 Adopted Budget includes appropriations for this grant in the District's Executive Budget Unit to address the projected needs for this fiscal year.

There is no cost share or matching fund requirements.

There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The performance period for the DHS/FEMA FY 2010 Urban Search and Rescue Readiness Cooperative Agreements is from May 1, 2010 through October 31, 2011.

CONTRACTING PROCESS

Purchase of services and supplies is under the statutory authority of the County's Purchasing Agent. Any and all purchases will be requisitioned through, and accomplished by the Purchasing Agent in accordance with the County's purchasing policies and procedures, established by the Internal Services Department.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

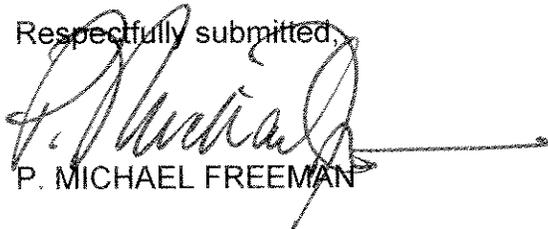
Approval of the recommended actions will ensure the District's ability to provide effective and essential levels of public safety to the residents of Los Angeles County, as well as expand the quality and productivity of the District's emergency services.

CONCLUSION

Upon approval by your Board, please instruct the Executive Officer to return a copy of the adopted Board letter to:

Consolidated Fire Protection District of Los Angeles County
Executive Office, Emergency Operations
1320 North Eastern Avenue
Los Angeles, CA 90063
Attention: Chief Deputy John B. Tripp

Respectfully submitted,



P. MICHAEL FREEMAN

PMF:mfg

Attachments

c: Chief Executive Officer
County Counsel
Auditor-Controller



Department of Homeland Security, FEMA
Grant Programs Directorate

May 12, 2010

Washington, D.C. 20531

Chief Anthony M. Whittle
County of Los Angeles Fire Department
PO Box 910901
Commerce, CA 90091

Dear Chief Whittle:

I am pleased to inform you that the Grant Programs Directorate has approved the application for funding under the FY 2010 National Urban Search And Rescue (US&R) Response System in the amount of \$1,041,900 for County of Los Angeles Fire Department. The purpose of this agreement is to continue the development and maintenance of the nations Urban Search and Rescue to be able to perform collapsed structure rescues during disaster response. Specifically, this agreement provides a mechanism for distribution of grant funding for 28 US&R Task Forces to perform training, equipment, and administration. Task Forces with Advisory Committee Working Group membership are being provided additional funding to assist with their administration of these meetings.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Catherine Deel, Program Manager at (202) 646-3796;
- Financial Questions, the Office of Grant Operations (OGO) at 866 - 9 ASK OGO or 866-927-5646, or send an email to ask-OGO@dhs.gov; and
- Payment Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Elizabeth M. Harman
Assistant Administrator Grant Programs Directorate

Enclosures



Department of Homeland Security, FEMA
Grant Programs Directorate
Grants Management Division

Washington, D.C. 20531

May 12, 2010

Chief Anthony M. Whittle
County of Los Angeles Fire Department
PO Box 910901
Commerce, CA 90091

Reference Grant Number: 2010-SR-24-K045

Dear Chief Whittle:

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below:

Category	Budget
Personnel	\$388,385
Fringe Benefits	\$198,615
Travel	\$46,000
Equipment	\$184,000
Supplies	\$73,900
Construction	\$0
Contractual	\$51,000
Other	\$100,000
Total Direct Cost	\$1,041,900
Indirect Cost	\$0
Total Project Cost	\$1,041,900
Federal Funds Approved:	\$1,041,900
Non-Federal Share:	\$0

Program Income:

Congratulations, and we look forward to working with you.

Sincerely,



Department of Homeland Security FEMA
Grant Programs Directorate

Cooperative Agreement

PAGE 1 OF 6

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Los Angeles Fire Department PO Box 910901 Commerce, CA 90091		4. AWARD NUMBER: 2010-SR-24-K045	
		5. PROJECT PERIOD: FROM 05/01/2010 TO 10/31/2011 BUDGET PERIOD: FROM 05/01/2010 TO 10/31/2011	
		6. AWARD DATE 05/12/2010	7. ACTION Initial
1A. GRANTEE IRS/VENDOR NO. 956000927	8. SUPPLEMENT NUMBER 00		
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE FY 2010 Urban Search & Rescue Readiness Cooperative Agreement		10. AMOUNT OF THIS AWARD \$ 1,041,900	
		11. TOTAL AWARD \$ 1,041,900	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-083)			
15. METHOD OF PAYMENT SmartLink			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING DHS OFFICIAL Elizabeth M. Harman Assistant Administrator Grant Programs Directorate		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Anthony M. Whittle Chief	
17. SIGNATURE OF APPROVING DHS OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. OFC. DIV. REG. SUB. POMS AMOUNT 4 2 SR 90 00 00 1041900		21. W441737N11	



Department of Homeland Security
FEMA
Grant Programs Directorate

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

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PROJECT NUMBER 2010-SR-24-K045

AWARD DATE 05/12/2010

SPECIAL CONDITIONS

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)

2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)

3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 URBAN SEARCH AND RESCUE PROGRAM guidance and application kit.
4. The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial grant award. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.
5. Program authority and responsibility under this cooperative agreement resides with FEMA. FEMA will work with the recipient to review and refine work plans to ensure program goals and objectives can be effectively accomplished.

The recipient shall not develop or engage in the development of tasks not approved in recipient's application without post-award approval from the program office, and the issuance of a Grant Amendment from FEMA. FEMA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.



Department of Homeland Security
FEMA
Grant Programs Directorate

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 3 OF 6

PROJECT NUMBER 2010-SR-24-K045

AWARD DATE 05/12/2010

SPECIAL CONDITIONS

6. In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

7. Provisions applicable to a recipient that is a private entity.
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.

 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, 'OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),' as implemented by our agency at 2 CFR Part 3000.

 - B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or

 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, 'OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),' as implemented by our agency at 2 CFR part 3000.



Department of Homeland Security
FEMA
Grant Programs Directorate

**AWARD CONTINUATION
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PROJECT NUMBER 2010-SR-24-K045

AWARD DATE 05/12/2010

SPECIAL CONDITIONS

8. C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:

- a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- b. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. -Employee- means either:

- a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. -Forced labor- means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. -Private entity- means:

- a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
- b. Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.

4. -Severe forms of trafficking in persons,- -commercial sex act,- and -coercion- have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



Department of Homeland Security
FEMA
Grant Programs Directorate

**AWARD CONTINUATION
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Cooperative Agreement

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PROJECT NUMBER 2010-SR-24-K045

AWARD DATE 05/12/2010

SPECIAL CONDITIONS

9. A. -Classified national security information,- as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
- C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS - Standard Operating Procedures, Classified Contracting by States and Local Entities,- dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at:
<http://www.dhs.gov/xopnbiz/grants/index.shtm>
- E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.
- DHS Office of Security ISPB contact information:
- Telephone: 202-447-5346
- Email: DD254AdministrativeSecurity@dhs.gov
- Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528
10. The Grantee, Sub-grantees and contractors receiving funds from this grant shall comply with the Buy American Act (41 U.S.C. 10a et seq.) unless it is determined that it is inconsistent with the public interest, impracticable to comply with such a requirement or that it would unreasonably increase the cost of articles, materials, or supplies. The exception shall be noted in the specifications and documentation to justify the exception will be retained in the grant file for record.
11. Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds under this Grant shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, Amendment to Comptroller General Decision B138942.



Department of Homeland Security
FEMA
Grant Programs Directorate

**AWARD CONTINUATION
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Cooperative Agreement

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PROJECT NUMBER 2010-SR-24-K045

AWARD DATE 05/12/2010

SPECIAL CONDITIONS

12. The Grantee is free to copyright original work developed in the course of or under this agreement. DHS reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work performed under this award for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of financial support from DHS and include a statement that the publication does not necessarily reflect the DHS views.
13. Program income is income earned as a result of Grantee or sub-grantee grant-supported activity, or earned as a result of the grant agreement during the Period of Performance. Program income shall be added to the award of funds under this grant and shall be used to expand the approved program activities. The Grantee shall submit a written list of expanded activities to be accomplished as a result of the Program Income funds. This list shall be submitted to the DHS AO for review and the approval within 20 days of receipt of program income.
14. The grantee agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50% of equipment, materials or Grant, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.
15. Prior to the start of any construction activity (minor renovations only authorized under this Cooperative Agreement), the Grantee shall ensure that all applicable Federal, State, and local permits and clearances are obtained.
16. If a Grantee has an indirect cost rate approved by a cognizant Federal Agency that includes a modified off-campus rate, the modified rate will apply. Copies of the Federal approved rate must be submitted with the application and become part of the official file.

If the Grantee has a third party managing the grant, FEMA will only pay the direct costs associated with the management of the grant. Indirect costs of the third party will not be applied to the total direct costs of the grant, and the direct costs associated with the management of the grant should be entered under the contractual budget object class on the SF 424B, non- construction budget form. Copies of the Federal approved indirect cost rate must be submitted with the application and become part of the official file.

Indirect Cost Rate Agreements that are submitted will be reviewed and negotiated if necessary. Applicants must consider the number of Task Force Members that are assigned to the Sponsoring Agency, when requesting to apply the indirect cost rate agreement.



Department of Homeland Security, FEMA

Grant Programs Directorate

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Adria Martinez, Environmental Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for County of Los Angeles Fire Department

The recipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.



Department of Homeland Security
FEMA
Grant Programs Directorate

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**
Cooperative Agreement

PROJECT NUMBER

2010-SR-24-K045

PAGE 1 OF 1

This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-083)

1. STAFF CONTACT (Name & telephone number)

Catherine Deel
(202) 646-3796

2. PROJECT DIRECTOR (Name, address & telephone number)

Stephen M. Davis
Battalion Chief
5801 South Eastern Avenue
Commerce, CA 90040
(818) 890-5700

3a. TITLE OF THE PROGRAM

FY 2010 Urban Search & Rescue Readiness Cooperative Agreement

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

FY 2010 Urban Search & Rescue Readiness Cooperative Agreement

5. NAME & ADDRESS OF GRANTEE

County of Los Angeles Fire Department
PO Box 910901
Commerce, CA 90091

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 05/01/2010 TO: 10/31/2011

8. BUDGET PERIOD

FROM: 05/01/2010 TO: 10/31/2011

9. AMOUNT OF AWARD

\$ 1,041,900

10. DATE OF AWARD

05/12/2010

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The purpose of this agreement is to continue the development and maintenance of the nations Urban Search and Rescue to be able to perform collapsed structure rescues during disaster response. Specifically, this agreement provides a mechanism for distribution of grant funding for 28 US&R Task Forces to perform training, equipment, and administration. Task Forces with Advisory Committee Working Group membership are being provided additional funding to assist with their administration of these meetings.



Department of Homeland Security, FEMA
Grant Programs Directorate

September 28, 2010

Washington, D.C. 20531

Chief Anthony M. Whittle
County of Los Angeles Fire Department
PO Box 910901
Commerce, CA 90040-4001

Dear Whittle:

I am pleased to inform you that the Grant Programs Directorate has approved the application for funding under the FY 2010 National Urban Search And Rescue (US&R) Response System in the amount of \$3,600 for County of Los Angeles Fire Department. The purpose of this agreement is to continue the development and maintenance of the nations Urban Search and Rescue to be able to perform collapsed structure rescues during disaster response. Specifically, this agreement provides a mechanism for distribution of grant funding for 28 US&R Task Forces to perform training, equipment, and administration. Task Forces with Advisory Committee Working Group membership are being provided additional funding to assist with their administration of these meetings.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Catherine Deel, Program Manager at (202) 646-3796;
- Financial and Payment Questions, Grants Management Division (GMD) at (866) 927-5646, or send an email to ask-GMD@dhs.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Elizabeth M. Harman
Assistant Administrator Grant Programs Directorate

Enclosures



Department of Homeland Security, FEMA
Grant Programs Directorate
Grants Management Division

Washington, D.C. 20531

September 28, 2010

Chief Anthony M. Whittle
County of Los Angeles Fire Department
PO Box 910901
Commerce, CA 90040 - 4001

Reference Grant Number: 2010-SR-24-K045

Dear Whittle:

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below:

Category	Budget
Personnel	\$0
Fringe Benefits	\$0
Travel	\$3,600
Equipment	\$0
Supplies	\$0
Construction	\$0
Contractual	\$0
Other	\$0
Total Direct Cost	\$3,600
Indirect Cost	\$0
Total Project Cost	\$3,600
Federal Funds Approved:	\$3,600
Non-Federal Share:	\$0
Program Income:	

If you have questions regarding this award, please contact:

- Financial and Payment Questions, Financial Accountability and Oversight Division (FAO) at (866) 927-5646, or send an email to ask-OGO@dhs.gov.

Congratulations, and we look forward to working with you.

Sincerely,



Lisa A. Lewis

Division Director, Grants Management Division



Department of Homeland Security FEMA
Grant Programs Directorate

Cooperative Agreement

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Los Angeles Fire Department PO Box 910901 Commerce, CA 90040-4001		4. AWARD NUMBER: 2010-SR-24-K045	
		5. PROJECT PERIOD: FROM 05/01/2010 TO 10/31/2011 BUDGET PERIOD: FROM 05/01/2010 TO 10/31/2011	
		6. AWARD DATE 09/28/2010	7. ACTION Supplemental
1A. GRANTEE IRS/VENDOR NO. 956000927	8. SUPPLEMENT NUMBER 01		
		9. PREVIOUS AWARD AMOUNT	\$ 1,041,900
3. PROJECT TITLE FY 2010 Urban Search & Rescue Readiness Cooperative Agreement		10. AMOUNT OF THIS AWARD	\$ 3,600
		11. TOTAL AWARD	\$ 1,045,500
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-083)			
15. METHOD OF PAYMENT SmarLink			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING DHS OFFICIAL Elizabeth M. Harman Assistant Administrator Grant Programs Directorate		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Anthony M. Whittle	
17. SIGNATURE OF APPROVING DHS OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT 4 2 SR 90 00 00 3600		21. W458278N20	



Department of Homeland Security
FEMA
Grant Programs Directorate

**AWARD CONTINUATION
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Cooperative Agreement

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PROJECT NUMBER 2010-SR-24-K045

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SPECIAL CONDITIONS

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Urban Search and Rescue Program guidance and application kit.
4. The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial grant award. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.
5. Program authority and responsibility under this cooperative agreement resides with FEMA. FEMA will work with the recipient to review and refine work plans to ensure program goals and objectives can be effectively accomplished.

The recipient shall not develop or engage in the development of tasks not approved in recipient's application without post-award approval from the program office, and the issuance of a Grant Amendment from FEMA. FEMA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.



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6. In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

7. Provisions applicable to a recipient that is a private entity.
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.

 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, 'OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),' as implemented by our agency at 2 CFR Part 3000.

 - B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or

 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, 'OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),' as implemented by our agency at 2 CFR part 3000.



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8. C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:

- a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- b. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. -Employee- means either:

- a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. -Forced labor- means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. -Private entity- means:

- a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
- b. Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.

4. -Severe forms of trafficking in persons,- -commercial sex act,- and -coercion- have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



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9. A. -Classified national security information,- as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
- C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS - Standard Operating Procedures, Classified Contracting by States and Local Entities,- dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
- E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.
- DHS Office of Security ISPB contact information:
- Telephone: 202-447-5346
- Email: DD254AdministrativeSecurity@dhs.gov
- Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528
10. The Grantee, Sub-grantees and contractors receiving funds from this grant shall comply with the Buy American Act (41 U.S.C. 10a et seq.) unless it is determined that it is inconsistent with the public interest, impracticable to comply with such a requirement or that it would unreasonably increase the cost of articles, materials, or supplies. The exception shall be noted in the specifications and documentation to justify the exception will be retained in the grant file for record.
11. Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds under this Grant shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, Amendment to Comptroller General Decision B138942.



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12. The Grantee is free to copyright original work developed in the course of or under this agreement. DHS reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work performed under this award for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of financial support from DHS and include a statement that the publication does not necessarily reflect the DHS views.
13. Program income is income earned as a result of Grantee or sub-grantee grant-supported activity, or earned as a result of the grant agreement during the Period of Performance. Program income shall be added to the award of funds under this grant and shall be used to expand the approved program activities. The Grantee shall submit a written list of expanded activities to be accomplished as a result of the Program Income funds. This list shall be submitted to the DHS AO for review and the approval within 20 days of receipt of program income.
14. The grantee agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50% of equipment, materials or Grant, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.
15. Prior to the start of any construction activity (minor renovations only authorized under this Cooperative Agreement), the Grantee shall ensure that all applicable Federal, State, and local permits and clearances are obtained.
16. If a Grantee has an indirect cost rate approved by a cognizant Federal Agency that includes a modified off-campus rate, the modified rate will apply. Copies of the Federal approved rate must be submitted with the application and become part of the official file.

If the Grantee has a third party managing the grant, FEMA will only pay the direct costs associated with the management of the grant. Indirect costs of the third party will not be applied to the total direct costs of the grant, and the direct costs associated with the management of the grant should be entered under the contractual budget object class on the SF 424B, non- construction budget form. Copies of the Federal approved indirect cost rate must be submitted with the application and become part of the official file.

Indirect Cost Rate Agreements that are submitted will be reviewed and negotiated if necessary. Applicants must consider the number of Task Force Members that are assigned to the Sponsoring Agency, when requesting to apply the indirect cost rate agreement.



Department of Homeland Security, FEMA

Grant Programs Directorate

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Adria Martinez, Environmental Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for County of Los Angeles Fire Department

The recipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.



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**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Cooperative Agreement

PROJECT NUMBER

2010-SR-24-K045

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This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-083)

1. STAFF CONTACT (Name & telephone number)

Catherine Deel
(202) 646-3796

2. PROJECT DIRECTOR (Name, address & telephone number)

Stephen M. Davis
Battalion Chief
5801 South Eastern Avenue
COMMERCE, CA 90040
(818) 890-5700

3a. TITLE OF THE PROGRAM

FY 2010 Urban Search & Rescue Readiness Cooperative Agreement

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

FY 2010 Urban Search & Rescue Readiness Cooperative Agreement

5. NAME & ADDRESS OF GRANTEE

County of Los Angeles Fire Department
PO Box 910901
Commerce, CA 90040-4001

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 05/01/2010 TO: 10/31/2011

8. BUDGET PERIOD

FROM: 05/01/2010 TO: 10/31/2011

9. AMOUNT OF AWARD

\$ 3,600

10. DATE OF AWARD

09/28/2010

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The purpose of this agreement is to continue the development and maintenance of the nations Urban Search and Rescue to be able to perform collapsed structure rescues during disaster response. Specifically, this agreement provides a mechanism for distribution of grant funding for 28 US&R Task Forces to perform training, equipment, and administration. Task Forces with Advisory Committee Working Group membership are being provided additional funding to assist with their administration of these meetings.