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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: October 7, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 9(A)(5)

Resolution 1051-08

Subject: Cooperative Agreement Accepting Urban Search and Rescue Federal Grant Funds

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Recommendation

It is recommended that the Board approve the attached resolution ratifying the County Mayor or County Mayor's designee action in applying for the Federal Emergency Management Agency (FEMA) Urban Search & Rescue (US&R) Cooperative Agreement for $1,054,179.00 to support the US&R Program at the Miami-Dade Fire Rescue Department (MDFR). The resolution additionally authorizes the County Mayor or County Mayor's designee to receive, expend and execute contracts, agreements and necessary amendments to the Cooperative Agreement. The grant period covers from May 1, 2008 through August 31, 2009. This grant does not require matching local funds.

Scope

Since 1992, MDFR has had an active Memo of Agreement (MOA) to provide domestic Urban Search & Rescue services for FEMA. This MOA is tied directly to federal funds that are appropriated for FEMA to sustain the day to day operations of 28 national US&R task forces. Funds are awarded to US&R for activation readiness and task force training.

Fiscal Impact/Funding Sources

This Cooperative Agreement is completely funded by FEMA, requiring no matching dollars from the County. Costs associated with these services are reimbursed to MDFR from Cooperative Agreement Funds.

Track Record/Monitor

All fiscal management and contract compliance will be conducted by Miami-Dade Fire Rescue's Office of the Chief Financial Officer, Grants Management Bureau.

Background

FEMA extends Cooperative Agreements that overlap fiscal years; therefore two Cooperative Agreements can be active during one fiscal year. Because the award dates cannot be anticipated, resolutions for FEMA's Cooperative Agreements are created to cover multiple funding years. The 2006-2008 FEMA US&R Cooperative Agreement (Resolution R-1015-06) expires on September 30, 2008. This new Resolution covers the performance period of this award, and will cover the next award that will be received during this same fiscal year. The Cooperative Agreement funding will be used to provide salary and fringe benefits to the Program Administrative Support (one full-time Task Force Program Manager, one Readiness Coordinator, one Training Coordinator, one Logistic Coordinator, one Financial Administrator, and one Clerk 4) and FEMA approved training and training equipment (classroom materials and books). Training expenditures also include personnel costs (straight time, overtime and backfill as needed), equipment cache preparedness and appropriate storage and maintenance, including the storage site upgrade/costs for rental of a site to store the cache of equipment. This agreement was delayed because Miami-Dade Fire Rescue did not receive it until mid-June from the funding agency.

Alina T. Hudak
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: October 7, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 9(A)(5)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 9(A)(5)

10-7-08

RESOLUTION NO. R-1051-08

RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEES' ACTION IN APPLYING FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY, URBAN SEARCH AND RESCUE COOPERATIVE AGREEMENT IN THE FUNDING AMOUNT OF $1,054,179.00, AND AUTHORIZES THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE CONTRACT AGREEMENTS AND AMENDMENTS TO THE APPLICATION AND THE AGREEMENTS; TO RECEIVE AND EXPEND FUNDS, AND TO EXERCISE THE CANCELLATION PROVISION CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE, FLORIDA, that this Board ratifies the County Mayor or County Mayor's designee actions in applying for the Urban Search and Rescue grants in the funding amount of $1,054,179.00 for the period of May 1, 2008 through August 31, 2009, in substantially the form attached hereto and made a part hereof, an original of which is on file with the Clerk of the Board; and authorizes the County Mayor or County Mayor's designee to execute agreements with local municipalities, and to file and execute any necessary agreements to obtain said funds, following approval by the County Attorneys Office; and to exercise amendments, modifications, renewals, cancellation and termination clauses of this contract and/or agreement on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman **aye**
Barbara J. Jordan, Vice-Chairwoman **aye**

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eric A. Rodriguez

FEDERAL EMERGENCY MANAGEMENT AGENCY

ASSISTANCE AWARD/AMENDMENT

1. ASSISTANCE INSTRUMENT [X] COOPERATIVE AGREEMENT [ ] GRANT	2. TYPE OF ACTION [X] AWARD [ ] AMENDMENT
3. INSTRUMENT NUMBER EMW-2008-CA-0520 4. AMENDMENT NUMBER	5. EFFECTIVE DATE See Block 21 6. CONTROL NUMBER W454482Y
7. RECIPIENT NAME AND ADDRESS Miami- Dade Fire Rescue Department US&R Florida Task Force 1 Attn: Allie Grande 9300 NW 41 Street Miami-Dade FL 33178	8. ISSUING/ADMINISTRATION OFFICE Federal Emergency Management Agency Financial & Acquisition Management Div Grants Management Branch 500 C Street, S.W., PP 5th Floor Washington DC 20472 Specialist: Nikole Duppins, 202-786-9520
9. RECIPIENT PROJECT MANAGER Allie Grande, 786-331-4472	10. FEMA PROJECT OFFICER Catherine Deel, 202-646-3796
11. ASSISTANCE ARRANGEMENT [X] COST REIMBURSEMENT [ ] COST SHARING [ ] FIXED PRICE [ ] OTHER 12. PAYMENT METHOD [ ] TREASURY CHECK REIMBURSEMENT [ ] ADVANCE CHECK [X] LETTER OF CREDIT	13. PAYMENT OFFICE Federal Emergency Management Agency Office of the Chief Financial Officer Finance Services Branch 500 C Street, S.W., Patriot Plaza Washington DC 20472
14. ASSISTANCE AMOUNT PREVIOUS AMOUNT AMOUNT THIS ACTION $1,054,179.00 TOTAL AMOUNT $1,054,179.00	15. ACCOUNTING & APPROPRIATION DATA See Continuation Page

16. DESCRIPTION OF PROJECT

This award provides funding for the development and maintenance of the National Urban Search and Rescue response system resources. This funding will prepare the FL-TF1 to provide qualified and competent Urban Search and Rescue personnel and equipment in support of ESF-9 activities.

The total amount obligated under this agreement is $1,054,179.00. Please refer to the Agreement Articles for the terms and conditions of this Cooperative Agreement.

Catalog of Federal Domestic Assistance (CFDA) No. 97.025 applies to this Agreement.
The Period of Performance is 05/01/08 thru 08/31/09. End of Agreement.

Approved as to form
and Legal Sufficiency

Assistant County Attorney

8-4-08
Date

17. RECIPIENT REQUIREMENT

[X] RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO THE ISSUING/ADMIN OFFICE IN BLOCK 8.

[ ] RECIPIENT IS NOT REQUIRED TO SIGN THIS DOCUMENT.

18. RECIPIENT (Type name and title)	19. ASSISTANCE OFFICER (Type name and title) Sylvia A. Carroll Assistance Officer
20. SIGNATURE OF RECIPIENT DATE	21. SIGNATURE OF ASSISTANCE OFFICER Sylvia A. Carroll DATE APR 2 9 2008

FEMA Form 40-21, APR 85 REPLACES EDITION OF JUL 84, WHICH IS OBSOLETE.

PROGRAM NAME: NATIONAL URBAN SEARCH & RESCUE RESPONSE SYSTEM

CFDA: 97.025

GRANTEE: Miami-Dade Fire Rescue Department FL-TF1

AGREEMENT NO.: EMW-2008-CA-0520

AMENDMENT NO.: N/A

ARTICLE I – AUTHORIZATION:

A. Homeland Security Act of 2002, Public Law 107-296
B. Defense Against Weapons of Mass Destruction Act of 1966
C. National Defense Authorization Act for FY 1997, as amended
D. Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended by Public Law 106-390
E. Section 303 of the Robert T. Stafford Disaster Relief Act (Stafford Act), 42 U. S. C. 5144 authorizes the President of the United States to form emergency support Teams of Federal personnel to be deployed in an area affected by a major disaster or emergency.
F. The President delegated this function to be Director of FEMA under Executive Order (E.O.) 12148 and as amended.
G. 44 CFR Part 208 Interim Rule.

ARTICLE II – PROGRAM NARRATIVE DESCRIPTION

The Grantee shall furnish the necessary personnel, materials, services, equipment, and facilities to perform the work as described in the Program Guidance that was furnished with the Request for Application and the Budget Narrative, which is included as part of the application package dated **March 20, 2008**, including revisions dated thru **April 24, 2008**.

ARTICLE III – PERIOD OF PERFORMANCE/BUDGET PERIOD

A. **Project Period:** The Project Period shall be a maximum of sixteen (16) months, beginning May 01, 2008 thru August 31, 2009, and will correspond to the applicable approved Budget Period, unless extensions have been authorized.

B. **Costs:** The Grantee shall only incur costs or obligate funds within the Budget Period for approved activities or within the approved Period of Performance if continuation award has been authorized. All additional funding under this Grant is subject to the availability of funds and the needs of the Federal Government.

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ARTICLE IV – AMOUNT OF AWARD

A. **Approved Budget:** The approved budget for this award by category is:

Object Class	Management/ Administration	Training	Equipment	Storage/ Maintenance	Total
Personnel	$363,690.00	$71,682.00	$0.00	$22,996.00	$458,368.00
Fringe Benefits	138,442.70	20,000.00	0.00	0.00	158,442.70
Travel	42,400.00	82,295.00	0.00	0.00	124,695.00
Equipment	0.00	0.00	40,719.30	0.00	40,719.30
Supplies	5,000.00	4,700.00	16,714.00	30,000.00	56,414.00
Contractual	2,600.00	9,850.00	0.00	65,240.00	77,690.00
Construction	N/A	N/A	N/A	N/A	N/A
Other	2,600.00	5,250.00	130,000.00	0.00	137,850.00
TOTAL DIRECT	$554,732.70	$193,777.00	$187,433.30	$118,236.00	$1,054,179.00
Indirect Charges	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL BUDGET	$554,732.70	$193,777.00	$187,433.30	$118,236.00	$1,054,179.00
FEDERAL SHARE	$554,732.70	$193,777.00	$187,433.30	$118,236.00	$1,054,179.00

B. There is no cost-share or match required for this funding. The Department of Homeland Security will pay up to 100% of the costs identified in the approved budget listed under Article IV. A. Approved Budget. The maximum funding amount is **$1,054,179**. If costs exceed the maximum amount of DHS approved funding, the Grantee shall pay the costs in excess of the approved budget.

ARTICLE V – RESPONSIBILITIES

A. Purpose:

1. The purpose of the FY 2008 US&R Readiness Cooperative Agreement is to provide funding to continue the development and maintenance of National US&R Response System resources to be prepared to provide qualified, competent US&R personnel in support of ESF-9 activities under the Initial National Response Plan and the Federal Response Plan.

2. Specifically, this agreement provides a mechanism for distribution of Cooperative Agreement funding for certain purposes in preparation for US&R disaster response including response to incidents involving weapons of mass destruction (WMD). Funds are made available to accomplish the accompanying objectives.

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3. This Cooperative Agreement allows each US&R Task Force the opportunity to maintain a high standard and condition of operational readiness and recommend key areas for Task Force personnel to focus continued preparedness efforts.

4. Compliance with the National Incident Management System (NIMS), as a condition of the grant award.

B. Objectives:

The objectives of the FY 2008 US&R Cooperative Agreement are to provide funding:

1. For US&R Sponsoring Agency's to manage and administer Task Force affairs and activities in accordance with accepted standard business practices.

2. To train the Task Force members and other National US&R Response System personnel to perform assigned US&R duties in accordance with established FEMA/US&R approved standards and guidance (e.g., Task Force Operations Manual, Field Operations Guide, Position Descriptions and Training Plans), in a disaster or WMD environment.

3. To equip the Task Force in accordance with the US&R Cache List as approved by the FEMA US&R Program Office and when requested, perform US&R mission assignments as described in the US&R Response System Task Force Operations Manual.

4. To continue preparedness and standby activities to respond to any mobilization request according to FEMA/US&R identified standards.

ARTICLE VI – REQUEST FOR REIMBURSEMENT

A. Payments will be requested via SmartLink, the Department of Health and Human Service's internet-based payment system, at http://www.dpm.psc.gov/smartlink.

B. In accordance with Treasury regulations at 31 CFR 205, the Grantee must maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing, between the transfer of the funds and their expenditures. The timing and amount of cash advances should be as close as administratively possible, to the actual cash disbursement by the Grantee.

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ARTICLE VII – REPORTING

There are several reporting requirements for this Cooperative Agreement and they are listed in the Program Guidance/Statement of Work provided with the request for application.

ARTICLE VIII – GRANT MANAGEMENT OFFICIALS

Officials for the Cooperative Agreement are as follows:

A. **Project Manager:** The Project Manager (PM), designated by the Grantee, is responsible for performance of the activities approved in the award:

The Project Manager is: Ms. Allie Grande
Miami-Dade Fire Rescue Department FL-TF1
9300 NW. 41 Street
Miami-Dade, FL 33178
Tel: (786) 331-4472
Fax: (786) 331-4472
Email: grandea@miamidade.gov

B. **DHS Project Officer:** The DHS Project Officer (PO) shall be an official who will be responsible for the technical monitoring of the stages of work and technical performance of the activities described in the program narrative statement.

The DHS Project Officer is: Ms. Catherine J. Deel
DHS/FEMA
Response Division
500 C Street, SW, Room 263
Washington, DC 20472
Phone: 202-646-3796
Fax: 202-646-4684
Email: catherine.deel@dhs.gov

C. **DHS Assistance Officer:** The DHS Assistance Officer (AO) is the DHS official who has full authority to negotiate, administer and execute all business matters of the Grant award.

The DHS Assistance Officer is: Ms. Sylvia A. Carroll
DHS/FEMA
FEMA Grant Programs Directorate
500 C Street, SW
Attn: Tech World, Room 411
Washington, DC 20472

Phone: 202-786-9483
Email: Sylvia.Carroll@dhs.gov

ARTICLE IX – GRANT AWARD AMENDMENTS

All budget and program plan revisions shall be in compliance with OMB Circular A-102, Grants and Cooperative Agreements to States and Local Governments (44 CFR Part 13), or A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (2 CFR Part 215), and OMB Circular A-21 Cost Principles for Educational Institutions (2 CFR Part 205), or A-87, Cost Principles for State and Local Governments (2 CFR Part 225), or A-122, Cost Principles for Non-Profit Organizations (2 CFR Part 230). In addition to these requirements, the Grantee shall submit and receive written prior approval before implementation for the following:

A. Budget Revisions:

1. Grantee must obtain prior approval from DHS/FEMA for transfers of funds between direct cost categories and program categories in the approved budget, when such cumulative transfers among those direct cost categories and program categories exceed ten percent of the total budget.

2. Transfer of funds to entities, except those identified in the approved application, requires prior DHS/FEMA approval.

3. Need for additional funds. DHS is not obligated to provide additional funds prior to the submission and approval of consecutive continuation options based on satisfactory performance and availability of funds.

B. Extension Request:

Requests for additional time extensions to the Period of Performance will be considered, but will not be granted automatically and must be supported by adequate justification in order to be processed. They must be submitted to the Grants Management Specialist, and will also be reviewed by the Program Office. The final approval/denial will be in writing by the Grants Management Specialist or Assistance Officer. Approval of 2nd extensions require concurrence by the Program Director, and the Grants Management Branch Director, and the final approval/denial will be in writing by the Grants Management Specialist or Assistance Officer.

Extension requests can be submitted by priority mail, fax, or email and they must contain the following information:

1. Status of the ongoing activity.

2. An explanation as to why the activity could not be completed as required,

actions taken to resolve any problems, and a description of performance measures that are necessary to complete the project.

3. An outline of remaining funds available that is necessary to finish the activity
4. An estimated completion date for the activity.

5. Extensions to the Period of Performance shall be authorized only in writing by the DHS Assistance Officer.

6. There is no DHS obligation to provide additional funding as a result of time extensions approved.

7. Financial and Performance Status Reports must be current, and the extension justification must be submitted or extension requests will not be processed.

ARTICLE X - PREAWARD COSTS

Preaward costs may be approved prior to the effective date of the Grant. The following conditions apply:

A. The grantee shall submit a written request for preaward costs and they must receive written approval from the Assistance Officer prior to incurring costs.

B. The costs have been incurred with the understanding that they were incurred at the Grantee's risk and may not be reimbursed, if adequate funding has not been awarded to cover preaward costs and approved activities to be completed under the award.

C. The costs must be necessary for the effective and economical conduct of the project.

D. The costs are in compliance with the appropriate OMB Cost Principles.

E. The costs are supported with source documentation.

ARTICLE XI – BUDGET

The following conditions apply:

A. The Grantee shall follow prior approval requirements found in the Emergency Management and Assistance Regulations, 44 CFR Part 13.30, for non-construction grants. Transfers of funds between total direct cost categories and Program Categories in the approved budget shall receive the prior approval of DHS/FEMA Assistance Officer when such cumulative transfers among those direct cost categories and Program Categories are expected to exceed ten percent of the current total approved budget or result in a major change of scope. The Grantee shall obtain prior written approval for any budget revision that would result in the need for additional funds. All changes, whether

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requiring prior approval or not, shall be noted in the Performance Reports and Closeout Documents.

B. No transfer of funds to agencies other than those identified in the approved cooperative agreement application shall be made without prior approval of the DHS/FEMA Assistance Officer.

C. If a Grantee estimates that it will have unobligated funds remaining after the end of the performance period, the Grantee should report this to FEMA Headquarters at the earliest possible time and ask for disposition instructions.

ARTICLE XII – OTHER TERMS AND CONDITIONS

The other terms and conditions of the agreement are as follows:

A. Buy America. 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.

B. Copyright. 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 preformed under this award for Government purposes. Publication resulting from work preformed 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.

C. Publication and Acknowledgement of DHS Sponsorship.

1. One copy of each article planned for publication will be submitted to the DHS Project Officer simultaneously with its submission for publication. Following publication, a copy of each published paper shall be submitted to the DHS Project Officer.

2. The Grantee agrees that when releasing information relating to this Grant, the release shall include a statement that the project or effort undertaken was or is sponsored by the Department of Homeland Security.

3. Disclaimer: The Grantee is responsible for assuring that every publication submission (including World Wide Web pages) based on or developed under this award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer: "Any opinions, findings, and conclusion or recommendations expressed in this material are

those of the author(s) and do not necessarily reflect the views of the Department of Homeland security."

4. For the purpose of this requirement, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings and symposia.

5. Publications: In compliance with the Section 623 of Treasury, Postal Service, and General Government Appropriations Act, 1993, and reenacted in Section 621 of the fiscal year 1994 Appropriations Act requires that all grantees disclose the amount and percentage of Federal funding and funding form non-governmental sources when making public announcements about Federally-funded projects in the amount of $500,000 or more.

D. **Patent Rights.** Grantees are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce, 37 CFR Part 401,"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements."

E. **Environmental Standards.** By accepting funds under this Grant, the grantee assures they will:

1. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p. 799] and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. In accordance with the EPA rules, the Grants further agrees that it will:

a. Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5 (awards of less than $100,000, and certain other awards, exempt from the EPA regulations), as long as the facility remains on the list.

b. Notify the awarding agency if it intends to use a facility in performing this award that is on the List of Violating Facilities or the Grantee knows has been recommended to be placed on the List of Violating Facilities.

2. Identify to the awarding agency any impact this award may have on:

a. The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with environmental impact analysis process.

b. Coastal barriers and provide help the agency may need to comply with Coastal Barriers Resource Act (16 U.S.C. 3501, et seq.), concerning preservation of barrier resources.
c. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic River Act of 1968 (16 U.S.C. 1271, et seq.).

F. **Refunds.** The Grantee shall transfer to DHS the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from performance of this agreement, along with accrued interest. The Grantee shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with DHS in any claim or suit in connection with amounts due.

G. **Overpayment and Earned Interest.**
Overpayment. Within ninety (90) days from the expiration date of the Performance Period, overpayment of funds shall be remitted to the Assistance Officer by check payable to DHS. An overpayment represents the difference between allowable actual expenditures and total DHS payment received by the Grantee.

H. **Program Income.** 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.

I. **Security.** The Grantee shall not be granted access to classified information under this Grant. If security restriction should happen to apply to certain aspects of the proposed activity, the Grantee will be informed. In the event that the scientific work under this Grant may either need classification or involve access to or storage of any classified data, the Government shall make a decision on the need to classify, or require such access or storage within 30 days after receipt of a written notice from the Grantee. If the decision is affirmative, the Government may invoke the Termination clause, as appropriate.

J. **Controlled Unclassified Information.** The parties understand that information and materials provided pursuant to or resulting from this Grant may be export controlled, sensitive, for official use only, or, otherwise protected by law, executive order or regulation, The Grantee is responsible for compliance with all applicable laws and regulations. Nothing in this Grant shall be construed to permit any disclosure in violation of those restrictions.

K. **Travel.** Allowability of Travel Expenses. Expenses for transportation, lodging, subsistence and related items incurred by project personnel and by outside consultants employed on the project (GPM) Section 614 who are in travel status on business related to an DHS-supported project are allowable as prescribed in the governing cost principles. The requirements for prior approval contained in the governing cost principles are waived.

L. **Cargo Preference.** 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.

M. **Fly America Act.** 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.

N. **Site Visits.** DHS, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of the grantee or a contractor under an award, the grantee shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

O. **Clearances:** 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.

P. **Minor Renovations**. Actual construction is not allowable under this grant agreement. **Only** minor renovations are allowable. Minor renovations are those **modifications** that do not change the **footprint** of the structure.

Q. **National Environmental Policy Act (NEPA).** Grantees are encouraged to integrate National Environmental Policy Act (NEPA) compliance and related legislation as implemented under 44CFR, Part 10, with the initial planning and decision making process for this program. Grantees are encouraged to seek support from FEMA Environmental Officers in complying with NEPA requirements.

R. Grantees claiming indirect costs:

1. 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.

2. 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 424A, 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.

3. 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.

S. Government Equipment:

In accordance with 44 CFR 13.32 (f) and 2 CFR Part 215, if a Grantee or Sub-grantee is provided
Federally-owned equipment:

1. Title will remain vested in the Federal Government, unless stated otherwise by US&R Program Office/Grants Management Office. (See the Statement of Work for clarification on title.)

2. Grantees or Sub-grantees will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.

3. When the equipment is no longer needed, the Grantee or Sub-grantee will request disposition instructions from the Federal agency.

T. All Equipment purchased by Grantees and Sub-grantees with federal funds or provided by DHS/FEMA shall be for the exclusive use of the US&R Program and shall not be used for normal day-to-day operations of the Sponsoring or Participating Agency. However, this requirement does not preclude the Task Force Sponsoring Agency from using this equipment on a local, regional or state disaster response or under other exceptional circumstance. The US&R Division office shall be notified immediately in writing of any exceptional use of the stand-alone cache equipment that diminishes the response capability of the Task Force.

U. In accordance with 44 CFR 13.36 (g) and 2 CFR Part 215, Grantees and Sub-grantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document.

V. In accordance with 44 CFR 13.36(a) and 2 CFR Part 215, when procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. If you are not a State or local government, you will comply with 2 CFR Part 215.

W. To the extent required by individual states, applicants should comply with state procedures consistent with EO 12372.

ARTICLE XIII – AUDIT REQUIREMENTS

Grantees and Sub-grantees must follow the audit requirements under OMB Circular A-133. Non-Federal entities that expend $500,000 or more Federal funds in a year shall have a single or program-specific audit conducted for that year in accordance with the provisions of A-133. In accordance with the OMB Circular A-133, Subpart C, Section 320, Grantees and Sub-grantees must submit their audit information to the Single Audit Clearinghouse.

ARTICLE XIV – GOVERNING PROVISIONS

The Grantee and any subgrantee shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. OMB Circular A-102, State and Local Governments (10/07/94, amended 08/29/97) (44 CFR Part 13)
2. OMB Circular A-110, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (11/19/93, amended 09/30/99) (2 CFR Part 215)

B. Cost Principles

1. 2 CFR, Part 225, (OMB Circular A-87), State and Local Governments
2. 2 CFR, Part 205, (OMB Circular A-21), Educational Institutions
3. 2 CFR, Part 230, (OMB Circular A-122), Non Profit Organizations

C. Audit Requirements.

OMB Circular A-133, States, Local Governments, and Non-Profit Organizations (06/24/97, includes revisions published in the *Federal Register* 06/27/03)

Grant award is approved by DHS on **March 20, 2008**, including revisions dated thru **April 24, 2008**.

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

May 28, 2008

RECEIVED
BY | DATE
JUN 16 2008

Miami-Dade Fire Rescue Department
FL-TF1
Attn: Allie Grande
9300 NW 41 Street
Miami-Dade, FL 33178

Ref: EMW-2008-CA-0520

Dear Allie Grande:

Congratulations. Your grant application submitted to the Grant Programs Directorate (FEMA/DHS) for the FY2008 Urban Search and Rescue Response System Program has been approved. The approved project costs amount to $1,054,179.00 and this grant is 100% Federal funding. The Catalogue of Federal Domestic Assistance (CFDA) number assigned to this grant is 97.025.

As part of your award package, you will find terms and conditions (Agreement Articles). Please make sure you read and understand the Articles as they outline the terms and conditions of your grant award. Maintain a copy of these documents for your official file. You establish acceptance of the Grant and the grant Agreement Articles by signing the award document FF 40-21, or when you request and receive any of the Federal funds awarded to you.

Four copies of the award document (FF40-21) are enclosed for your signature. Please sign and return three (3) copies of the award document to the address below, as soon as possible:

DHS/FEMA
Grant Programs Directorate
500 C. Street, SW – Tech World, Suite 400
Washington, DC 20472
Attn: Nikole Duppins

The Period of Performance is May 01, 2008 thru August 31, 2009, as stated in your Agreement Articles. This is the period of time your Task Force has to accomplish the scope of work, including completing services, ordering and receiving equipment/ supplies. There is a closeout period of 90 days after the period of performance to pay any final invoices and complete the closeout documents for the grant.

The Grantee shall follow prior approval requirements found in 44 CFR Part 13.30, for non-construction grants, regarding the transfer of funds between total direct cost categories and program categories in the approved budget. The Grantee shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total approved

budget. The Grantee shall obtain prior written approval for any budget revision that would result in the need for additional funds. Any changes to the budget and/or categories shall be stated in the Performance Reports and Closeout Documents.

No actual construction is allowed in this Cooperative Agreement, only minor modifications are allowed as approved in your grant award. Also as a reminder, the Single Audit requirements threshold is $500,000 of Federal funds spent within your fiscal year which means that every Task Force will probably be subject to an audit.

As part of the on going monitoring process and to make certain our records and yours are inline, please provide a list of your Cooperative Agreements. The list should include any that are open, any that the period of performance has expired and you are preparing the closeout documents, and any that you have submitted the closeout documents but have not received the final closeout letter. Please include the Cooperative Agreement number, award amount, balance, and period of performance. Also note if you are in the process of preparing the closeout documents and when we can expect to receive them, or note if the closeout documents have been submitted and you are waiting on the final closeout letter from FEMA.

Should you have any questions, you may contact me at (202) 786-9520, or by email at: Nikole.Duppins@dhs.gov

Sincerely,

Nikole Duppins
Staff Accountant

Enclosures