

# LOS ANGELES FIRE DEPARTMENT



SEP 4 2007

DOUGLAS L. BARRY  
FIRE CHIEF

August 27, 2007

BOARD OF FIRE COMMISSIONERS  
FILE NO. 07-087

TO: Board of Fire Commissioners  
FROM: Douglas L. Barry, Fire Chief *DLB*  
SUBJECT: 2006 FEMA URBAN SEARCH AND RESCUE TASK FORCE  
READINESS COOPERATIVE AGREEMENT GRANT EXTENSION

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

## Recommendations:

It is respectfully recommended that the Board:

1. Instruct the Commission Executive Assistant II to forward this report to the Mayor, Office of the City Administrative Officer, and the City Clerk for committee and City Council consideration.
2. Authorize the Controller to transfer \$228,383 from Department 38, Fund 100, Account 1012 (Salaries, Sworn) to Department 38, Fund 335, Account 006R, to support the purchase of necessary expense and equipment items that will be reimbursed by the Federal Emergency Management Agency (FEMA) grant.
3. Authorize the Fire Chief, or his designee, to deposit the FEMA grant funds received under this cooperative agreement into Fund 335 (Fire Department Grants), Department 38.
4. Authorize the Controller to transfer FEMA grant funds, from Fund 335/38 to Fund 100/38, Accounts 1010 (General Salaries), 1012 (Sworn Salaries), and 1098 (Overtime Variable Staffing) based on the Los Angeles Fire Department submissions to the Office of the City Administrative Officer (CAO) documenting actual costs incurred for this FEMA US&R no-match Cooperative Agreement Program through the end of the extended grant term of March 31, 2008.

5. Authorize the Controller to transfer the uncommitted balance of advanced funds as of June 1, 2008 from Department 38, Fund 335, Appropriation Account 006R to Department 38, Fund 100, Account 1012 (Sworn Salaries) to meet payroll needs.

### **Summary**

As authorized by the Mayor and City Council on April 4, 1993, the Los Angeles Fire Department (LAFD) entered into a Memorandum of Agreement (MOA) with the Governor's Office of Emergency Services (OES) and the Federal Emergency Management Agency (FEMA) to become a sponsoring agency for one of the Nation's 28 FEMA Urban Search and Rescue (US&R) Task Forces. Since 1993, the LAFD has been the sponsoring agency for California Task Force 1 (CA-TF1).

FEMA's on-going method of supporting US&R Task Forces throughout the country is by funding Cooperative Agreement Grants to sponsoring agencies for necessary equipment, training, supplies, and program administration costs. On July 7, 2006, the Council accepted a FEMA Cooperative Agreement Grant (EMW-2006-CA-0197) in the amount of \$632,915 for the period of April 1, 2006 through July 31, 2007. (C.F. 05-0017). Due to various factors, as of June 30, 2007 there was a balance of \$301,289 which remained unspent. Therefore the Department requested an extension on this grant from FEMA to complete the goals of the grant.

As of July 20, 2007 FEMA extended the performance period for the Cooperative Agreement EMW-2006-CA-0195 until March 31, 2008. This extension was granted in order for CA-TF1 to resume activities in compliance with the 2006 Statement of Work that was a component of the Cooperative Agreement (Attachment 1). This is a reimbursement grant. As such, the City advances funding for CA-TF1's operations from the LAFD's general fund budget. As costs are incurred, the Department's FEMA grant manager validates expenditures according to FEMA financial guidelines. Once expenditures are approved, funds are drawn down to reimburse the LAFD general fund accounts. All expenditures are reimbursed by the FEMA grant on an on-going basis, as expenditures are processed according to City procedures.

The Department needs to transfer \$228,383 from Department 38, Fund 100, Account 1012 (Sworn Salaries) to Department 38, Fund 335, Account 006R to support the expense and equipment purchases necessary for the programs operations. The remaining \$72,906 is salary expenses for program administration and training personnel costs. These costs will be paid directly from the Department's salary accounts and be reimbursed back into the respective salary accounts from which expenses incurred.

**Conclusion:**

As a sponsor of one of the Nation's 28 FEMA US&R Task Forces, the LAFD receives financial assistance from FEMA to supplement ongoing costs to maintain Task Force readiness. The extension to Cooperative Agreement EMW-2006-CA-0195 provides LAFD more time to expend the remaining balance of the grant funds. However, the recommendations contained in this report are necessary to ensure the appropriate accounting and financial procedures are in place to allow the LAFD to expend the grant funds. This is a no-match reimbursement grant of \$632,915 of which \$301,289 remains to be spent (\$228,383 for expense and equipment and \$72,906 is salary expenses for program administration and training personnel costs).

Board report prepared by E. M. Bushman, Battalion Chief and Mary Reuschel, Management Analyst II, Bureau of Emergency Services.

Attachment



**FEMA**

**ATTACHMENT 1**

**National Urban Search and Rescue Response System  
US&R Task Force FY 2006 Readiness Cooperative Agreement**

**STATEMENT OF WORK**

**I. PURPOSE**

The purpose of this **Readiness Cooperative Agreement** is to continue the development and maintenance of National Urban Search and Rescue (US&R) Response System resources to be prepared to provide qualified, competent personnel in support of Emergency Support Function-9 (ESF-9) activities under the National Incident Management System (NIMS) and the National Response Plan (NRP). 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), National Special Security Events (NSSE) or other designated disasters or emergencies. Funds are made available to accomplish the accompanying objectives. This Cooperative Agreement allows each US&R Task Force the opportunity to maintain a high standard and condition of operational readiness and recommends key areas for Task Force personnel to focus continued preparedness efforts.

The U. S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) maintains a high level of accountability and is providing the necessary support and funding. US&R Task Force Program Managers are directed to use the funding to meet the following objectives: provide definitive administrative and program management, support, training, equipment cache preparedness and maintenance and storage.

**II. BACKGROUND**

DHS/FEMA, in cooperation with other federal, state, and local agencies, created the National US&R Response System to provide a national heavy rescue capability that provides lifesaving resources to victims of structural collapse. It is designed to rescue victims entrapped in collapsed structures comprised primarily of heavy reinforced concrete construction. When this system was developed in 1990, there was limited capability in only a few states to perform this mission, and no resources were available for a national response.

In 1992, the Federal Response Plan (FRP) was published by FEMA and coordinated activities with 26 federal agencies. The Federal government's response to disasters was classified into 12 Emergency Support Functions (ESF). ESF-9, Urban Search and Rescue, was established with FEMA as the Primary Agency. FEMA maintains a national consensus on standard operating procedures, organizational structure, equipment, training, and exercise requirements. Currently, 28 local and state sponsoring agencies in 19 states participate in the National US&R Response System by making their Task Forces available for national disaster response.

In December 2004, the National Response Plan (NRP) was published by DHS, which integrates the Federal Response Plan into the NRP.

DHS/FEMA has no organic heavy rescue capability of its own and realizes the best sources for US&R knowledge and skills reside at the state and local level. The National US&R Response System was developed and continues as a federal-state-local partnership, based on a Memorandum of Agreement (MOA) and individual Response and Readiness Cooperative Agreements. While the MOAs provide the basic operational "Agreement" between DHS/FEMA, the State, and Sponsoring Agency, the individual Readiness Cooperative Agreement provides the mechanism for distributing Federal funds to the Sponsoring Agencies of the 28 US&R Task Forces for continued preparedness efforts.

### **III. OBJECTIVES**

1. Provide funding to US&R Sponsoring Agencies to manage and administer Task Force affairs and activities in accordance with accepted standard business practices.
2. Provide funding to train 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 WMD, NSSE, or other disaster or emergency environment.
3. Provide funding to equip the Task Force in accordance with the US&R Equipment 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. Provide funding to continue preparedness and standby activities to respond to any mobilization request according to FEMA/US&R identified standards.

### **IV. COOPERATIVE AGREEMENT FUNDING**

**The FY2006 Cooperative Agreement's basic total for each Task Force is \$592,915. Additional funds are allocated to specific Task Forces as outlined in Appendix A and B of this document.**

The US&R Program Office recommending allocations of \$248,700 for program staffing, management and administration, \$127,715 for training, \$67,000 for equipment acquisition and \$67,000 for maintenance and storage.

Additionally, \$82,500 is allocated to each Task Force for travel expenses, as directed by the US&R Program Office for Work Group Chairpersons and members to attend nationally sponsored US&R Work Group meetings, for team members travel expenses to attend nationally-sponsored training provided and directed by the US&R Program Office and to perform on-site peer evaluations of other Task Forces and provide Quality Assurance oversight of FEMA sanctioned training courses as directed by the US&R Program Office. The US&R Program Office meetings include Task Force Leader meetings, the 12 standing US&R Work Groups,

Operations Group, Ad Hoc Work Groups and Sub-Committees or others as directed by the US&R Program Office. Nationally sponsored training includes courses developed and coordinated by the US&R Program Office and delivered throughout the year. On-site Peer Evaluations will be conducted by US&R System members and Program Staff who will travel to Task Force locations to perform the on-site evaluations.

Funds to maintain the IST medical kit are provided to specific Task Forces whose members are rostered on the Red, White and Blue IST Teams, in the amount of \$1,500 per Medical Unit Leader.

Task Forces hosting the Task Force Leaders' Meeting and/or the US&R Conference will receive an additional funding to cover travel and hotel contract expenses (see Attachment B).

Additional funds are provided to specific Task Forces in the amount of \$5,000 for each Work Group Chairperson and Task Force Leaders Representative as identified in **Attachment B** and C.

The allocation of Canine Evaluation funding is provided in FY 2006 in the amount of \$30,000 to specific Task Forces as identified in **Attachment B**.

**Each Task Force can apply for the amount allocated to their agency as shown in Attachment A.**

Approval for activities or expenditures not identified in this statement of work or permitted within the scope of the US&R Program Office must be obtained in advance and in writing from the Project Officer and Assistance Officer. Unauthorized expenditures may be denied or required to be reimbursed to DHS/FEMA. Use of Cooperative Agreement funds provided through this agreement for any activity that occurs outside the United States and its territories, is prohibited unless authorized by the US&R Program Office.

***The Period of Performance for the FY2006 Readiness Cooperative Agreement funding is sixteen (16) months and is specifically identified in your Agreement Articles.***

#### **V. DHS/FEMA/US&R RESPONSIBILITY**

1. Review, approve, and adopt US&R related products, including technical manuals, operational procedures, training curriculum and supporting manuals, meeting agendas and other requirements for the National US&R Response System.
2. Establish and disseminate policy for the National US&R Response System based on input from the 44 CFR 208 and the US&R Advisory Committee.
3. Approve and implement the policy, procedure and Task Force evaluation criteria.
4. Determine annual funding levels for preparedness activities.

5. When funding is available, purchase and deliver equipment on behalf of the US&R Task Forces.
6. Review and/or approve expenditure reports, performance reports, personnel records, training records, Task Force self-evaluation documents, equipment cache and excess property inventories and other deliverables required by the US&R Program Office.
7. Approve in writing, in conjunction with the Assistance Officer, any cost deviations from those outlined in this agreement or from other DHS/FEMA established policies.
8. Coordinate US&R Advisory Committee, Task Force Leaders and Work Group meetings and facilitate the use of Subject Matter Experts and Task Force personnel to develop policies, procedures and US&R System documents.

## **VI. SPONSORING AGENCY RESPONSIBILITY AND REQUIREMENTS**

Upon acceptance of activation and in accordance with the Activation Order, US&R Task Forces are required to respond within a 4-hour mobilization time frame for an over-the-road response and 6-hour mobilization time frame for an air response. Reimbursements of disaster response activities are accomplished through a separate Response Cooperative Agreement specifically for response activities. Under this Readiness Cooperative Agreement, the Sponsoring Agency may use funding to accomplish the tasks under the following categories:

### **A. ADMINISTRATION AND MANAGEMENT**

1. Provide sufficient staff for management and administration of the US&R Task Force day-to-day activities to accomplish required supervisory, administrative, training and logistical duties. Primary areas of concern are: program management; administrative support; training coordination, instruction and support; and logistics management and accountability. This shall include, but is not limited to, funding personnel salaries and expenses relating to Task Force development, management, record-keeping, inventory and maintenance of the US&R Equipment Caches, correspondence with Task Force members and parties who support Task Force activities, and similar management and administrative tasks.
2. Recruit, train and maintain a full roster of Task Force personnel as recommended by the US&R Program Office. **The current maximum staffing level is 210 deployable personnel as based on a 70-person Task Force for a Type I level response.**
3. Ensure National Disaster Medical System (NDMS) credentials are current for US&R medical personnel. Please refer to US&R Program Directive 2005-017 for the current policy.
4. Conduct at least one Task Force readiness full field or mobilization exercise each calendar year. When funding permits, Task Forces are encouraged to conduct more than the one required mobilization to exercise as many Task Force members as possible each calendar year per cooperative agreement. Any Task Force that has been activated for a disaster can use their response to meet the mobilization exercise requirement. They

must properly document the cooperative agreement file to demonstrate that this requirement has been met.

5. The US&R Program Office may hold funds in reserve for activities associated with anticipated NSSEs. Task Forces activated under this section will be notified in advance, both verbally and by written activation orders that will provide authorization for travel of personnel and to carryout activities of the required operations. Prior to any activities under this section, the US&R Program Office will request cost estimates from specifically identified Task Forces. The US&R Program Office will provide additional information as required.
6. Ensure the Task Force is prepared for ongoing Operational Readiness Evaluations (ORE) and completes an internal self-evaluation operational readiness and preparedness survey in accordance with US&R specifications before June 1. The self-evaluation is an annual requirement and may be identified in other Cooperative Agreements. The requirement is for only one per calendar year. The US&R Program Office will provide a blank electronic copy of the self-evaluation survey 90 days before to the due date. The completed electronic copy of the self-evaluation shall be submitted on a compact disk (CD) with a cover letter addressed to the US&R Section Chief. If there are overlapping Cooperative Agreements, the original evaluation will be conducted and copies of the report placed in each Cooperative Agreement file.
7. On a monthly basis, continue to assess operational, logistic and management readiness and update readiness scores in the *Disasterhelp.gov* system. <https://disasterhelp.gov>
8. When authorized by the US&R Program Office, ensure funds are properly allocated and accounted for those Task Force members who serve as Work Group, Subcommittee Chairs and Task Force Leader representatives Cooperative Agreement regulations apply to these funds and shall not be transferred to a Participating Agency. These funds will help defray the administrative costs associated with these positions in accordance with **Attachment B and C**.
9. Provide funding for expenses related to the acquisition, maintenance, training and certification of US&R search canines and handlers. This clause is not related to the funding provided to host Canine Evaluations.
10. When authorized, ensure funds are distributed in support of Task Forces hosting a Canine Evaluation, as stated on the Canine Evaluation Schedules in accordance with Canine Evaluation schedules identified in **Attachment B**. When funding for the Canine evaluations exceeds actual costs, the excess allocated funds may be redirected to other US&R Program activities that support the Task Force's Canine program. Funds should be accounted for according to current Grant Management Branch policy.
11. Ensure timely reporting of expenditures for preparedness activities carried out under this agreement and timely delivery of Cooperative Agreement reporting. Refer Section VII, Reporting.



12. Ensure that personnel salaries and expenses relating to Task Force administration, development, training preparedness and activation response activities are paid in accordance with established Sponsoring and Participating Agency policies and in a timely manner, but no later than 120 days after returning from a disaster deployment. **Appropriate personnel records are to be kept in accordance with OMB Circulars A-102 or A-110, 44 CFR Part 13 and 2 CFR Part 215.**
13. **NIMS Compliance as required by the Department of Homeland Security policy:** Compliance with the National Incident Management System (NIMS) is a condition for award of this Cooperative Agreement. ***This condition for NIMS Compliance under the Cooperative Agreement refers to the National Urban Search and Rescue Task Force Members and paid staff.*** Each US&R Team Member must maintain a printed certificate of completion in their US&R personnel file for each required course. ICS 100 through ICS 400 cannot be substituted for the required IS-700 and IS-800 courses. State offered NRP NIMS or equivalent certificates may be substituted for those courses offered on the FEMA NIMS website provided they meet Federal NIMS standards. For further information on compliance and guidance, refer to the following websites: <http://www.fema.gov/nims/> and [http://www.fema.gov/nims/nims\\_about.shtm](http://www.fema.gov/nims/nims_about.shtm)
14. Attend DHS/FEMA sponsored or approved US&R meetings, conferences, and training sessions, to include Task Force Leaders, approved Work Group meetings and other activities as they directly relate to the National US&R Response System or as directed by the US&R Program Office. The US&R Program Office is allocating certain funds as identified in Section IV, (Cooperative Agreement Funding) for travel to meetings and for travel to training for this Cooperative Agreement. All travel funds should be accounted for under Management and Administration for application purposes, but we strongly encourage the Task Force Managers to keep track of the travel in at least two separate categories (Management/Admin Travel and Training Travel) at the Task Force level.
15. Ensure all Task Force members are properly immunized and complete a medical evaluation as defined by the US&R Medical Work Group. The medical evaluation shall become part of their personal medical record. Please refer to US&R Program Directive 2005-008, Task Force Medical Screening or a more current directive issued by the US&R Program Office for the latest policy.
16. Provide DHS/FEMA with an updated database of Task Force Personnel and the US&R Equipment Cache in a Microsoft Access database on one compact disk (CD). This CD shall be submitted on a semi-annual basis. The database shall be submitted no later than January 31 and July 31 each year with a cover letter addressed to the US&R Program Office Section Chief.

**B. TRAINING**

1. Provide US&R related or required training for Task Force personnel, including the delivery of local US&R training courses or other courses specifically required by the US&R Position Descriptions or the US&R Program Office.

2. Ensure training and exercise activities of the Task Force meet US&R specifications, requirements and certifications. Ensure training records for all Task Force personnel are kept in a central location. An after-action report shall be filed within 30 days of the completion of a mobilization drill/exercise or a training activity with duration of more than 36 hours. The report shall be sent to the attention of the US&R Program Office Section Chief and written in a format where lessons learned may be shared with other task forces in the US&R Response System.
3. Provide 3<sup>rd</sup> party Grants Management Training for assigned Task Force Grant Managers and Assistants that have not attended training previously and are approved by the DHS/FEMA Grants Management Branch. Grant Management Training is mandatory for all US&R Grants Managers and Assistants, but is optional for US&R Program Managers and other key personnel assigned to US&R administrative duties. Personnel should attend training from a facility that provides a "Grants Certificate Program". The Task Force shall submit information regarding the program or classes to the Grants Management Branch Assistance Officer for written approval prior to registering or attending any classes. Personnel attending this training shall take a minimum of four (4) classes or they may complete the Certificate Program. The Grants Management Branch Assistance Officer may be contacted for further information on classes offered. Examples of some Grants Management classes offered are as follows: Managing Federal Grants and Cooperative Agreements for Recipients, Uniform Administrative Requirements: OMB Circular A-102 and 2 CFR Part 215, Cost Principles: OMB Circulars A-21, A-122, and A-87, and FAR 31.2, Applying for Federal Grants and Cooperative Agreements, How to Prepare the Application Budget, Business Management Systems for Recipients, Audit of Federal Grants and Cooperative Agreements.
4. Provide Microsoft (MS) Access database and MS Excel training, as needed to US&R Logistics and Program Management personnel maintaining personnel and equipment accountability records. Task Force Managers are authorized to use readiness funding to provide "beginner", "intermediate" and "advanced" MS Access Database and MS Excel training to key task force personnel.

**C. EQUIPMENT**

1. Your agency is authorized to purchase equipment as listed in the approved **DHS/FEMA Task Force Equipment Cache List, dated August 2003 or any subsequently approved DHS/FEMA US&R Equipment list, with the exception of identified Communications Equipment, which will be supplied to all Task Forces by the US&R Program Office.** (see C., 5). Task Force personnel are reminded and directed not to exceed cache cost caps or quantity caps as listed on the cache list. The US&R Program Office and the Grants Office Assistance Officer must provide written approval for any other equipment not identified on approved cache lists, or for equipment that exceeds the cost caps. This approval may be given in a directive or other written formats.

2. When funding is provided, ensure that funds are made available to purchase and maintain medical response kits for the Incident Support Team Physicians assigned to your Task Force. Specific Task Forces identified in **Attachment B**, are provided funds in the amount of \$1,500 for maintenance of assigned IST Medical Caches. The funding for the IST Medical Cache is to provide for replacement of equipment or pharmaceuticals as recommended by the IST Medical Unit Leader. Cooperative Agreement regulations apply to these funds and shall not be transferred to a Participating Agency.
3. **All equipment must be tracked as to its origin.** Equipment that is procured with this Cooperative Agreement funding shall be identified with the source, cache list number and Cooperative Agreement number. Additionally, equipment shall be identified as to the ownership. (i.e. excess property, Federal, state, local agency, IST procurement, etc.) The tracking can be accomplished through procurement documents, through fields in a database, or spreadsheet. It is up to the Task Force to develop a method of tracking. However, it should be a system that will easily and quickly identify the information. Additionally, all procurement records and receipts should be cross referenced and coded with the Cooperative Agreement number, cache list item number, or source of origin, or a system to easily and quickly identify the information.
4. The current DHS/FEMA US&R Program Office policy concerning equipment acquisition and providing a full stand-alone equipment cache is in full effect for this Cooperative Agreement.
5. **No rolling or floating transportation equipment is authorized for purchase as part of this Cooperative Agreement unless authorized by the US&R Section Chief in writing. Additionally, no Communications Equipment may be purchased under this agreement unless authorized by the US&R Program Office.**
6. **As part of the operational readiness of each Task Force, all US&R equipment shall be stored in a location(s) and maintained in an immediate state of readiness for a national US&R response.**
7. Equipment and vehicles purchased 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 a Participating Agency.** However, this requirement does not preclude the Sponsoring Agency from using this equipment or vehicles on a local, regional or state disaster response or under other exceptional circumstance. The US&R Section Chief shall be notified immediately in writing of any exceptional use of the two stand-alone US&R Equipment Caches that diminish the response capability of the Task Force. The Sponsoring Agency is responsible for replacement, re-supply and or repair of equipment used or consumed during activities not associated with the National US&R Program and return to an immediate state of readiness.
8. **Task Forces are not authorized to purchase equipment with funds authorized through the DHS/FEMA Assistance to Firefighters Grant Program.** However, this

does not prevent the Sponsoring Agency from applying to the DHS/FEMA Assistance to Firefighters Grant Program for other costs or items not associated with the US&R Program.

9. Title for the original cache, vehicles, and all equipment purchased under the Cooperative Agreements reside with the Task Forces. Title to the new DHS purchased Equipment Cache resides with DHS/FEMA. Should the Task Forces transfer, sell, or scrap any of the equipment and/or vehicles, they are required to first ask for prior written approval and disposition instructions from the US&R Program Office according to current Federal regulations. Remaining funds from any approved sale of equipment or vehicles would be returned to DHS/FEMA, since FEMA furnished 100% of the funding for the Cooperative Agreements. The repair, maintenance and storage of all equipment either purchased or provided by DHS/FEMA will be accomplished through the Cooperative Agreement funding provided.
10. The U.S. Department of Homeland Security has established a specific vehicle marking policy and all departments of the agency must adhere to this standard. This requirement includes vehicles purchased with Cooperative Agreement funds and used for US&R disaster response. The US&R Program Office will supply the DHS/FEMA logos to the task forces according to the DHS vehicle logo and striping policy. However, the task forces will be required to apply the striping requirement according to specifications provided by the program office and will use Cooperative Agreement funding to address this requirement as directed. **At this time, no other decals, lettering or other markings are permitted to be applied to designated US&R response vehicles unless directed by the US&R Program Office.**

**D. MAINTENANCE AND STORAGE**

1. Maintain an accountability of distributed Federal property and acquired Federal Excess Property. Provide a semi-annual report to DHS/FEMA on the status of the property by January 31 and July 31 each year, as part of the database submittal to the US&R Section Chief.
2. Provide manufacturer's recommended maintenance and repair to US&R equipment acquired and specifically identified on the DHS/FEMA approved US&R Equipment Cache List. Also, provide maintenance and repair to any supplemental equipment as approved by DHS/FEMA, which was purchased with DHS/FEMA funding and delivered to the Task Forces, purchased during a US&R field response, or was acquired with DHS/FEMA approval through the Federal Excess Property Program. Ensure a minimum of 90% complete stand alone of the original US&R equipment cache and 100% for the new DHS/FEMA equipment cache is maintained.

3. Provide sufficient long-term US&R equipment cache storage facility or facilities. This may include planning and engineering and other costs for development, maintenance, or lease of storage facilities and associated equipment for US&R equipment and supplies. Any costs for upgrades to existing warehouse facilities associated with this funding must be included in the annual work plan and be approved by the Grants Management Assistance Officer prior to the start of any work. Task Force personnel are reminded if they are relying totally on the Cooperative Agreement for funding leased warehouse space, they are not permitted to enter into agreements for longer than the Period of Performance of the Cooperative Agreement. However, contracts can be written with "option" years for protection. **This Cooperative Agreement may not be used for funding new capital construction. However costs associated with leasing, upgrading, minor renovations and modifications of warehouse facilities that do not change the footprint of the structure are permitted.**

## VII. REPORTING

The Sponsoring Agency shall use the following procedure for reporting. There are several types of reports required for this agreement: (See Sub-heading VII, Section C for the mailing address)

### A. REQUIREMENTS

1. **Task Force Self-Evaluation:** as identified in Section VI, Subsections A. 6. of this document is due by June 15 each year.
2. **Personnel and Equipment Database CD submittal:** as identified in Section VI, Subsections A. 17. Provide DHS/FEMA with an updated database of your Task Force Personnel and the US&R Equipment Cache in a Microsoft Access database program. Copy your files onto **one** CD and forward the disk to the US&R Program Office by overnight carrier. This CD shall be submitted on a semi-annual basis no later than January 31 and July 31 each year with a cover letter addressed to the US&R Section Chief.
3. The Department of Health and Human Services (HHS) requires a **Quarterly Financial Report** electronically, PSC 272, before issuance of any further funding through SmartLink will be allowed. This report must be completed on-line at the SmartLink website, <http://www.dpm.psc.gov/>. After completing the report online, a copy of the PSC 272, PSC 272A, PSC 272B, PSC 272E and PSC 272G (listing financial details) must be printed and mailed, e-mailed as a PDF document or faxed to the DHS/FEMA Grants Management Branch. - This report is required every quarter, whether funds are drawn or not from the Health and Human Services (HHS) Smartlink System.

4. **The Semi-Annual Performance Report** is due to the DHS/FEMA US&R Readiness Cooperative Agreements Project Officer for the duration of this agreement and is a written report listing total expenditures, as explained below. The Sponsoring Agency shall deliver the first report semi-annually by January 31 (covering the time period of July 1 through December 31) and the second by July 31 (covering the time period of January 1 through June 30) of each year until the Cooperative Agreement is closed. The **Performance Report** shall include your accomplishments and the total budgeted, expenditures and balance for the Cooperative Agreement funding within the following areas: Administration/Management, Training, Equipment, and Maintenance/Storage. All changes, whether requiring prior approval or not, shall be noted in the Performance Reports and closeout documents. An original and one copy of the Final Performance Report are to be submitted to the Grants Management Branch address as listed in Article VII, Section C.
5. **Monthly Operational Readiness Assessment:** assess operational, logistic and management readiness and update readiness scores in the Disasterhelp.gov system. <https://disasterhelp.gov>

#### **B. CLOSEOUT REPORTS**

The scope of work approved for your grant must be completed within the prescribed Period of Performance. You have 90 days after the Period of Performance to complete the final payments, and prepare the closeout documents. If you are not able to complete the closeout process by the due date you must contact the Grants Management Branch Assistance Officer and request an extension of the closeout period. At a minimum, your agency must submit the following closeout documents:

1. **A Final Performance Report** must be submitted to close out the Cooperative Agreement. The Final Performance Report is due to DHS/FEMA within 90 days after the expiration of the performance period. The final report will consolidate and summarize all prior reports. An original and one copy of the Final Performance Report are to be submitted to the Grants Management Branch address as listed in Article VII, Section C.
2. **The Final Financial Status Report** shall be provided on a FF 20-10 and delivered within 90 days after the end of the Cooperative Agreement's Period of Performance. Cooperative Agreement funds shall be maintained in an account or in such a way as use of funds is clearly identified. If funds are kept in an interest bearing account, any interest earned is the property of the Federal Government and shall be identified on the FEMA Form 20-10 and noted in Box #12, Remarks. Ensure any interest earned over \$100.00 for local and state agencies (OMB Circular A-102) and \$250.00 for institutes of higher education, hospitals and other non-profits (OMB Circular A-110 (22k)) are reported and a check is forwarded to DHS/FEMA for that amount at the end of the Cooperative Agreement period. A check for the earned interest, made out to DHS/FEMA, shall be attached to the Final Financial Status Report FF 20-10 and submitted only one time at the end of the Cooperative Agreement period. **The reimbursed interest shall not be paid out of Cooperative Agreement funds.** An original and one copy of the signed FF 20-10

are to be submitted to the Grants Management Branch address listed in Article VII, Section C.

3. **Final Payment and Unexpended Funds:** Within 90 days from expiration of the Period of Performance, the Grantee shall pay all unliquidated obligations to FEMA and shall report unexpended funds to the Assistance Officer. The Assistance Officer will process the de-obligation of unexpended funds.
4. Provide an **Equipment Inventory** of items purchased with Federal grant funds where each piece of equipment has a current fair market value of \$5,000 or higher.
5. Provide an **Inventory of unused or residual supplies** purchased with Federal grant funds, which in the aggregate exceed \$5,000 or written statement that such supplies (if any) do not exceed \$5,000. If not applicable, please indicate a written statement in your Performance Report.
6. If equipment and/or supplies procured under this Cooperative Agreement are maintained by you, then you will need to submit a letter that states you will use the equipment/supplies for their intended purpose of the grant, over the life cycle of the equipment/supplies.
7. The Task Force is required to retain records pursuant to the grant conditions, which should include a copy of the award document, request for application, grant agreement articles, ledgers, documentation of expenditures, documentation-copies of cancelled checks, paid invoices, payrolls, T&A records, contract records, etc. This information must be kept for three years after the date of the final closeout letter.

**C. TIMELINES**

1. **Task Force Self-Evaluation:** is due by June 1 each year.
2. **Personnel and Equipment Database CD:** is due by January 31 and July 31 each year.
3. **Quarterly Financial Report (HHS PSC report):** delivered quarterly, within 30 days after the quarter ends. (due by January 30, April 30, July 30 and October 30)
4. **The Semi-Annual Performance Report:** is due by January 31 and July 31 each year during the Period of Performance.
5. **Final Performance Report:** is due to DHS/FEMA within 90 days after the expiration date of the Period of Performance.
6. **The Final Financial Status Report, FEMA Form 20-10,** is due within 90 days from the expiration date of the Period of Performance.

7. **Equipment Inventory and Inventory of Unused or Residual Supplies** is due within 90 days from the expiration date of the Period of Performance.
8. **Final Payment/Unexpended Funds:** Within 90 days from the expiration date of the Period of Performance.

Submit one original and one copy of all written reports via overnight carrier that provides a tracking number to:

U.S. Department of Homeland Security  
Federal Emergency Management Agency  
Grants Management Branch  
500 C Street, SW, Room 334  
Washington, DC 20472  
Attn: Marilyn Grim  
(202) 646-3459 Telephone  
(202) 646-4156 Fax  
[Marilynn.Grim@dhs.gov](mailto:Marilynn.Grim@dhs.gov)

U.S. Department of Homeland Security  
Federal Emergency Management Agency  
US&R Program Office, RS-OP-UR  
500 C Street, SW, Room 416  
Washington, DC 20472  
Attn: Catherine Deel  
(202) 646-3796  
(202) 646-4684  
[Catherine.Deel@dhs.gov](mailto:Catherine.Deel@dhs.gov)

(As an alternative to submitting paper documents, reports and documents are allowed to be e-mailed as .PDF files and Word Documents to Marilyn Grim and simultaneously copied to Catherine Deel, at the respective email addresses above.)

Task Forces must be current with all reports at the time of award of this Cooperative Agreement.

Performance and Financial Status reports are no longer required to be sent to the Regional US&R Points of Contact unless requested in writing from the Regional Office. Any request for reports from the FEMA Regional Offices is approved and requests shall be made directly to the affected Task Force from the Regional US&R Point of Contact.

#### **VIII. Time is of the Essence**

DHS/FEMA is providing an annual **Readiness Cooperative Agreement** and it is strongly recommended that the Sponsoring Agency seek expedited approval for the acceptance and management of the Cooperative Agreement. The time frame provided by DHS/FEMA must be



strictly adhered to. The U.S. Congress is closely scrutinizing the timely spending of Readiness Cooperative Agreement funds and failure to meet necessary requirements and time frames may result in the loss of funding for this and future Cooperative Agreement periods.

**IX. PROCEDURE TO COMPLETE APPROVAL OF COOPERATIVE AGREEMENT**

1. The US&R Program Office and Grants Management Branch will review the Task Force's Cooperative Agreement application. Once approved, the Grants Management Branch will send four copies of the obligating document, FEMA Form 40-21s, to your agency for signature. (Four originals)
2. Your agency is required to obtain the proper original signature on each document and return three signed FF 40-21 documents to the Grants Management Branch as instructed. Keep one signed original for your records. Include a cover letter in an acceptable format when returning the FF 40-21.
3. Your agency is responsible for ensuring the original application package and your subsequent FF 40-21 are received by the Grants Management Branch by deadlines outlined in **Section IX.** of this document. Please use the tracking number provided by your overnight carrier to ensure delivery.

**Attachments:** A: Task Force Allocations and Budget Totals document  
B: Administration Budget  
C: List of Work Group Chairs