





**RENEWAL TO PARTICIPATING AGENCY AGREEMENT BETWEEN  
MIAMI DADE COUNTY AND PALM BEACH COUNTY**

This Renewal to the "Agreement" dated July 21, 2009 (attached hereto) is entered into this \_\_\_\_\_, day of \_\_\_\_\_, 2011 by and between Miami-Dade County, a county of the State of Florida, (the "Sponsoring Agency") and Palm Beach County, a political subdivision of the State of Florida, (the "Participating Agency")

**Recitals**

**WHEREAS**, the Parties wish to maintain capability to participate in the National Urban Search and Rescue System enabled pursuant to the Stafford Act as administered by the Federal Emergency Management Agency, and;

**WHEREAS**, an original Agreement was entered into by the Parties on July 21, 2009 with a set duration lasting through September 30, 2011, providing for renewal, and;

**WHEREAS**, the Agreement provides for terms and mutual responsibilities of the Parties with regard to an established relationship for purposes of facilitating the sharing of resources to effectively field an Urban Search and Rescue Task Force, and;

**WHEREAS**, the Agreement has expired and the Parties having determined that the continuation of the relationship provides mutual benefit, wish to renew the Agreement for an additional two years under the same terms and conditions.

**NOW THEREFORE**, in consideration of the foregoing, the Parties hereto agree as follows:

- A. The Original Agreement, attached hereto, is hereby renewed pursuant to its terms, as contained at VIII (G), for an additional two year period commencing October 1, 2011 and lasting through September 30 2013.
- B. The Parties acknowledge and recognize that all terms and conditions as originally agreed to shall remain the continuing obligations of the parties without amendment.

Approved as to form  
and Legal Sufficiency

Assistant County Attorney

Date

11/9/11

SPONSORING AGENCY  
Miami Dade County, a County of the  
State of Florida

BY:

County Mayor/Designee

**ATTEST:**  
**SHARON R. BOCK,**  
**Clerk & Comptroller**

**PARTICIPATING AGENCY**  
**PALM BEACH COUNTY, FLORIDA BY ITS**  
**BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Shelley Vana, Chair

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND**  
**CONDITIONS**

By: Sharon Bannan  
County Attorney

By: [Signature]  
Fire-Rescue

**R 2009 12 02**  
**MEMORANDUM OF AGREEMENT**  
**FOR PARTICIPATING AGENCIES**

This Agreement is entered into this JUL 21 day of 2009, by and between Miami-Dade County, a county of the State of Florida, (the "Sponsoring Agency") and Palm Beach County, a political subdivision of the State of Florida, (the "Participating Agency").

**RECITALS**

**WHEREAS**, the Sponsoring Agency is the coordinating and sponsoring agent of the Urban Search and Rescue (US&R) Task Force, FL TF1 (the "Task Force"); and

**WHEREAS**, the County Commission of Miami-Dade County, by resolution No. R-823-07 adopted on July 10, 2007, has authorized the County Mayor to enter into this Agreement with the Participating Agency on behalf of Miami-Dade County; and

**WHEREAS**, in executing this Agreement Miami-Dade County is acting in its capacity as Sponsoring Agent of the Task Force and not as a direct employer of the Participating Agency; and

**WHEREAS**, the County wishes to engage the services of the Participating Agency to provide certain services to the Task Force; and

**WHEREAS**, the Participating Agency possesses the necessary knowledge, equipment, resources and expertise to perform the services herein required;

**NOW THEREFORE**, in consideration of the foregoing, the parties hereto agree as follows:

**I. PURPOSE**

- A. This Agreement delineates responsibilities of the Sponsoring Agency and the Participating Agency for Urban Search and Rescue activities under the search and rescue function delineated in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288, as amended, Sec. 403(A)(3)(b).
- B. This Agreement serves to implement the Scope of Work of the Cooperative Agreement between FEMA and the Sponsoring Agency.

**II. SCOPE**

- A. The provisions of this Agreement apply to the National US&R Response System activities performed at the request of the Federal government, provided at the option of the Sponsoring Agency, and in conjunction with, preparation for, or in anticipation of, a Presidential declaration of a major disaster or emergency.

- B. No provision in this Agreement limits the activities of the Task Force or its Sponsoring Agency in performing local and state functions.

### III. DEFINITIONS

- A. **Activation**: The status of a System asset placed at the direction, control, and funding of FEMA in response to, or in anticipation of, a Presidential declaration of a major disaster or emergency.
- B. **Activation Order**: The FEMA notice that places a System asset into activation status.
- C. **Alert**: A state of increased readiness initiated by an Alert Notice.
- D. **Alert Notice**: The FEMA initiated and generated notice that places a System asset onto alert status or notification that an event has occurred or is expected to occur, such that System resources may be subject to activation.
- E. **Deactivation**: The removal of a System asset from activation status.
- F. **Demobilization Order**: The FEMA notice that disengages a System asset from an incident and specifies relevant information regarding activation status such as task force personnel rehab time.
- G. **Deployment**: Mobilization of a Task Force, IST, or other System resource pursuant to an Activation Order.
- H. **Disaster Assistance Employee (DAE)**: An individual hired to augment permanent full-time FEMA personnel in disaster operations in the field.
- I. **Disaster Medical Assistance Team (DMAT)**: A functional unit activated under the National Disaster Medical System (NDMS), a program of the United States Public Health Service (PHS), Office of Emergency Preparedness (OEP). The six-person Medical Team deployed as part of the Task Force is classified as a specialty DMAT.
- J. **Emergency Information and Coordination Center (EICC)**: The facility used by the Emergency Support Team at FEMA Headquarters during or in anticipation of a Presidential Major Disaster or Emergency Declaration.
- K. **Emergency Procurement**: Upon activation, the purchase by the Task Force of equipment, food and other consumables, medicines, and pharmaceuticals, essential to the Urban Search and Rescue mission, under the authority of the Stafford Act, Sec. 306(b)(3).

- L. **Emergency Response Team (ERT)**: The interagency group that provides administrative, logistical, and operational support to the FEMA regional response activities in the field. The ERT includes an ESF-9 cell, which consists of the ESF-9 Leader and the IST, and supporting Federal agency representatives, as required.
- M. **Emergency Support Function (ESF)**: Pursuant to the Federal Response Plan, the primary mechanism through which Federal disaster assistance is provided to assist the State in meeting response requirements in an affected area. Each ESF is coordinated by a primary agency. FEMA is the primary agency for ESF#9—Urban Search and Rescue.
- N. **Emergency Support Team**: Pursuant to the Federal response Plan, an interagency group comprised of representatives from each of the primary agencies, select support agencies and FEMA Headquarters staff. It operates from the EICC.
- O. **Equipment Cache**: Equipment on the US&R Equipment Cache List that a Task Force is required by FEMA to possess.
- P. **Equipment Cache List**: The FEMA approved inventory list of equipment by type and quantity a Task Force is required to possess for operations.
- Q. **Federal Emergency Management Agency (FEMA)**: Pursuant to P.L. 93-288, as amended, the Federal agency responsible for coordinating Federal assistance to State(s) affected by disaster or emergencies, which includes the development and maintenance of the National Urban Search and Rescue Response System.
- R. **FEMA Region**: The geographical subdivision of the United States through which FEMA administers its programs; the FEMA administrative unit that is the primary contact for any disaster occurring within that geographical subdivision.
- S. **FEMA Sanctioned Training or Exercise**: A training session or exercise arranged for and financed by FEMA, delivered either by FEMA or by another organization.
- T. **FEMA Sponsored Training or Exercise**: A training session or exercise arranged for and financed by FEMA, delivered either by FEMA or by another organization.
- U. **Federal Coordinating Officer (FCO)**: The person appointed by the President to coordinate the Federal disaster assistance activities in each state in which a disaster or emergency has been declared.

- V. **Federal Response Plan (FRP)**: Pursuant to P.L. 93-288, and as amended, the document that establishes the framework for the provision of Federal assistance to a State and its affected local governments.
- W. **Incident Commander (C)**: The person, usually from the local jurisdiction, who is responsible for overall management of an incident.
- X. **Incident Support Team (IST)**: an element of the ESF-9 cell of the ERT that is under the direction of the ESF-9 Leader (a FEMA Regional or Headquarters employee acting as the authorizing official for ESF-9 expenditures). The IST is responsible for the overall command and control of all National Urban Search and Rescue Response System assets deployed for the incident.
- Y. **Mobilization**: The movement of system assets to an incident.
- Z. **National Disaster Medical System (NDMS)**: A cooperative effort of the Department of Health and Human Services (HHS), Department of Defense (DoD), Department of Veterans Affairs (VA), FEMA, and State and Local governments and the private sector that is designed to care for mass casualties resulting from either a domestic or an overseas war. The Public Health Services (PHS) heads this program.
- AA. **National Urban Search and Rescue response System (System)**: A combination of Task Forces, Incident Support Teams, Rapid Needs Assessment Team elements, and other personnel and technical teams that respond to disasters or emergencies under the direction and control of FEMA as Emergency Support Function 9 for the Federal Response Plan.
- BB. **Participating Agency**: Palm Beach County, Florida.
- CC. **Point of Assembly (POA)**: Is the Miami Dade Fire Rescue Headquarters located at 9300 NW 41 Street, Miami, Florida 33178. However, this may change at the discretion of the Task Force Leader.
- DD. **Point of Departure (POD)**: is currently identified as the Homestead Air Reserve Station (HARS) located in Homestead, Florida. However, this is subject to change by FEMA or the Task Force Leader.
- EE. **Presidential Major Disaster Emergency Declaration**: A determination of the President that Federal assistance is needed to supplement state and local efforts, and capabilities to save lives and protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.



FF. **Rapid Need Assessment (RNA)**: A pre-designated team of technical experts from federal, state and local emergency management agencies, alerted and employed under the command and control of FEMA to augment or supplement state and local assessment capabilities.

GG. **System**: See National Urban Search and Rescue Response System.

HH. **Task Force**: An integrated collection of personnel and equipment meeting standardized capability criteria, defined by FEMA, for addressing the special needs of urban search and rescue.

II. **Urban Search and Rescue (US&R)**: Regardless of the cause, more of the process of searching for, extricating and providing for the immediate medical treatment of victims trapped in collapsed structures.

#### IV. **THE SPONSORING AGENCY SHALL BE RESPONSIBLE FOR:**

- A. Providing an administrative department, which shall be the Miami-Dade Fire Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.
- B. Recruiting, organizing and coordinating trained members for the Task Force, according to guidelines prescribed by FEMA to the best of their ability.
- C. Registering and qualifying all medical personnel on the Task Force through U.S. Public Health Service (PHS).
- D. Implementing a system to maintain and account for the Task force to the extent that funding is available.
- E. Assure all Task force members have FEMA recognized employment status.
- F. Purchase of equipment with FEMA funding according to the latest Equipment Cache List or other equipment deemed necessary to perform day to day operations of the task force.
- G. Ensuring all equipment issued to Task Force members remains the property of the Sponsoring Agency's Task Force.
- H. Notify FEMA upon a change in the deployment status of the Task Force.

- I. Providing the Participating Agency with a complete list of all equipment issued by the Sponsoring Agency to each Task Force member from the Participating Agency, including updates which indicate added, deleted or modified equipment.

**V. THE PARTICIPATING AGENCY SHALL BE RESPONSIBLE FOR:**

- A. Implementing a written policy and practicing reporting procedures for Participating agency personnel, with the objective of notifying the Sponsoring Agency of individuals responding from their organization to the Miami-Dade Fire Rescue Headquarters when the Task Force is mobilized.
- B. Assuring Participating agency personnel meet FEMA position description general requirement and Sponsoring Agency specific minimum requirements prior to submitting an application for Task force membership.
- C. Ensuring that Task Force personnel from their organization continue to participate in training opportunities provided by the Sponsoring Agency to meet the knowledge skills and abilities for their primary position.
- D. Providing and maintaining a current labor contract on file with the Sponsoring Agency.
- E. Providing a current benefit percentage calculation for regular and overtime and acceptable written justification of this percentage on file with the Sponsoring Agency.
- F. Task Force personal equipment issued by the Sponsoring Agency to the Participating Agency team member lost, damaged, stolen or not returned when requested, shall be replaced by, and at the expense of the Participating Agency.
- G. Within thirty (30) days after the completion of a mission, the Participating Agency shall, to the extent permitted by law, provide payroll, time sheets, and other administrative documentation identified by the Sponsoring Agency for activated Participating Agency team members to assure appropriate and timely reimbursement.
- H. Extending workers compensation protection to their personnel while participating in Sponsoring Agency sanctioned training or cache maintenance activities while on or off duty.
- I. Assuring that the following baseline medical screening/surveillance items are met by all roster task force members:
  - a. Annual physical exam (per 29 CFR 1910.134).
  - b. Annual medical questionnaire with assessment by physician (per 29 CFR 1910).

- J. Notifying the Sponsoring Agency when a Task force member is unavailable for longer than twenty-one (21) days due to injury, illness, departmental disciplinary action or any other legal proceeding.
- K. To the extent permitted by law, indemnifying and saving the Sponsoring Agency harmless for the costs of any claim or adverse audit finding by FEMA relating to the Participating Agency's negligent use of FEMA funds or other negligent services provided by the Participating Agency under this Agreement.

#### **VI. THE SPONSORING AGENCY AND THE PARTICIPATING AGENCY AGREE:**

- A. That funding acquired and identified for the purchase of Task Force equipment and Task Force member training will be administered solely by the Sponsoring Agency.
- B. The Sponsoring Agency is not responsible for personnel salaries, benefits, workers compensation or time related issues of the Participating Agency personnel other than reimbursement from the Federal Emergency Management Agency.
- C. Sponsoring Agency and Participating Agency are state agencies or subdivisions as defined in Chapter 768.28 of the Florida Statutes. Each party agrees to be fully responsible for the respective tortious acts and omissions of its employees acting within the scope of their employment to the extent permitted and required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contracted.

#### **VII. FINANCIAL AGREEMENTS**

- A. The Participating Agency shall pay its participating team member(s) in accordance with its local payroll requirements, labor contracts or any other relevant ordinances or procedures of the Participating Agency.
- B. It is expressly agreed and understood that the Sponsoring Agency shall merely serve as a conduit of funds authorized for reimbursement by FEMA, and that the Sponsoring Agency shall have no responsibility or liability to the Participating Agency for any funds as allowed by FEMA. The determination of FEMA eligibility for reimbursement of any and all costs incurred by the Participating Agency shall be

made by the Sponsoring Agency upon the Sponsoring Agency's review of all applicable law and regulation. The Sponsoring Agency shall process the reimbursement through FEMA and pay to the Participating Agency all funds received from FEMA for said costs and expenses within 90 days of receipt from FEMA.

- C. The Participating Agency is eligible to hire overtime personnel on a one-to-one basis to backfill for a deployed team member. Reimbursement for all costs and expenses of Participating Agency shall be as allowed by FEMA.
- D. All obligations and financial commitments in this Memorandum of Agreement are made subject to the annual appropriation of funds by each party for each fiscal year.

#### VIII. CONDITIONS, AMENDMENTS AND TERMINATION

- A. The Participating Agency will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.
- B. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of this Agreement shall remain in full force and effect.
- C. This Agreement may be modified or amended only with the written agreement of each of the parties.
- D. This Agreement may be terminated by either party on thirty (30) days written notice to the other party.
- E. This Agreement shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior Memorandum of Agreement among the parties, written or oral, except for any executor obligations that have not been fulfilled.
- F. This Agreement may be executed in several parts, each of which shall be considered a valid Agreement, provided that each of the parties to this Agreement has executed at least one (1) original copy of this Agreement and has transmitted a copy of the signature page hereof to the other parties.

G. This Agreement shall become effective upon execution by both parties through September 30, 2011, at which time the parties may agree to renew the association for additional two-year periods. Renewal will be based on evaluation of the Sponsoring Agency's ability to conform to procedures, training and equipment standards as prescribed by FEMA.

H. Pursuant to 44 CFR 208.9, 44 CFR Part 208 shall be applicable to the Participating Agency and its employees who are Task Force members.

#### IX. ATTACHMENTS

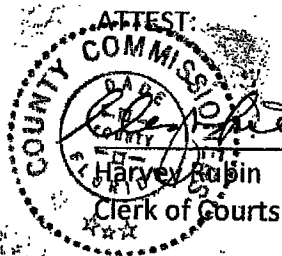
- ( A) Participating Agency's Labor Contract, Personnel Pay and Benefits Schedule
- ( B) FEMA Memorandum of Agreement
- ( C) FEMA Code of Conduct

[The remainder of this page left blank intentionally]

**SPONSORING AGENCY**

Miami-Dade County, a County  
Of the State of Florida

BY: George Burgess  
George Burgess  
County ~~Manager~~ *Manager*



APPROVED AS TO FORM AND  
CORRECTNESS

[Signature]  
County Attorney

APPROVED AS TO INSURANCE  
REQUIREMENT:

*No Ins. Requirement  
Contained in the document*  
[Signature]  
Risk Management Division

R20091 12 02

PARTICIPATING AGENCY JUL 21 2009

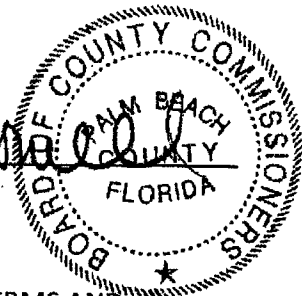
Palm Beach County, a political subdivision  
Corporation of the State of Florida

By its Board of County Commissioners

BY: [Signature]  
John F. Koons, Chairman

ATTEST:  
SHARON R. BOCK,  
Clerk & Comptroller

[Signature]  
Deputy Clerk



APPROVED AS TO TERMS AND  
CONDITIONS

[Signature]  
Palm Beach County Fire Rescue Department

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

[Signature]  
County Attorney