

Agenda Item #: 35-2

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: July 21, 2009 ☒ Consent Workshop ☐ Regular Public Hearing
Department
Submitted For: FIRE RESCUE

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Memorandum of Agreement for Participating Agencies with Miami-Dade County.

Summary: Miami-Dade County is the Sponsoring Agency responsible for coordinating the Urban Search and Rescue (US&R), Florida Task Force 1 (FL TF1), on behalf of the Federal Emergency Management Agency (FEMA). If the FL TF1 is mobilized, Miami-Dade may request the services of Palm Beach County Fire-Rescue to provide certain specialty service to the FL TF1. The existing Cooperative Agreement between FEMA and Miami-Dade requires the Sponsoring Agency to enter into a Memorandum of Agreement with each Participating Agency to delineate the responsibilities of the parties for US&R activities, while providing a mechanism for reimbursement by FEMA of the costs incurred by the Participating Agency when the FL TF1 is mobilized. This agreement shall commence upon execution by both parties and will continue through September 30, 2011.

Countywide (SB)

Background and Policy Issues:

In the event of a declaration of a major disaster or emergency, Miami-Dade County, as the Sponsoring Agency acting on behalf of FEMA, has the authority to mobilize the FL TF-1 US&R team and request the services of Participating Agencies to provide certain specialized Task Force activities. Palm Beach County Fire-Rescue has trained personnel to use canine support to search for and extricate victims that may be trapped in a collapsed structure. The Task Force is an integrated collection of personnel and equipment from various Participating Agencies, each meeting standardized capability criteria, as defined by FEMA, for addressing the special needs of US&R. Under this Agreement, the County shall reimburse its participant's in accordance with their Collective Bargaining Agreement and seek reimbursement for any costs incurred as a result of participation in FL TF-1 efforts by submitting a request to the Sponsoring Agency for reimbursement by FEMA.

Attachments:

- ## 1. Memorandum of Agreement for Participating Agencies with Miami-Dade County

Recommended By: Steve Perault 6-19-09
Deputy Chief Date

Approved By: Herman Brice 6-19-09
Fire-Rescue Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund _____ Dept _____ Unit _____ Object _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Approval of this item will provide a mechanism for the reimbursement of any costs incurred by the County as a result of participation in the FL TF-1 program, in response to a declared disaster or emergency. Therefore, the Department does not anticipate a fiscal impact associated with the approval of this Agreement.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

_____ 7/1/09
OFMB 6/29/09

_____ 7/9/09
Contract Dev. and Control
This Contract complies with our
contract review requirements.

B. Legal Sufficiency:

_____ 7-13-09
Assistant County Attorney

C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**MEMORANDUM OF AGREEMENT
FOR PARTICIPATING AGENCIES**

This Agreement is entered into this _____ day of _____, 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").

RECTIALS

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).
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- 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

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ATTEST:

Harvey Rubin
Clerk of Courts

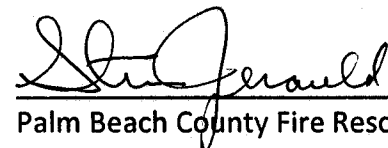
APPROVED AS TO FORM AND
CORRECTNESS

County Attorney

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

Deputy Clerk

APPROVED AS TO TERMS AND
CONDITIONS



Palm Beach County Fire Rescue Department

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

BY: _____
George Burgess
County Mayor

APPROVED AS TO INSURANCE
REQUIREMENT:

Risk Management Division

PARTICIPATING AGENCY
Palm Beach County, a political subdivision
Corporation of the State of Florida
By its Board of County Commissioners

BY: _____
John F. Koons, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

County Attorney



Federal Emergency Management Agency

Washington, D.C. 20472

MEMORANDUM OF AGREEMENT

An agreement entered into this 17th day of May, 1992, by and between the Federal Emergency Management Agency (FEMA) and the State of Florida, an Urban Search and Rescue Task Force.

I. PURPOSE

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

II. SCOPE

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

III. DEFINITIONS

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

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

IV. RESPONSIBILITIES

- A. FEMA shall be responsible for:
 - 1. Coordination between the sponsoring organization, the local jurisdiction, the State, and other relevant governmental and private parties.
 - 2. Limited funding and technical support for equipment and training specifically aimed at preparing a promising Task Force to be a fully implementable Task Force, as prescribed in the FEMA Urban Search and Rescue Response System manual. Use

of this equipment will be limited to FEMA-sanctioned response activities, appropriate responses as determined by the local jurisdiction, and mutually agreed upon training.

3. Out-of-pocket expenses for team members deployed to a disaster site, as outlined in VI. FINANCIAL AGREEMENTS.
4. Document control at the Regional office, ensuring that all reports are directed to FEMA Headquarters SL-OE-FR-OP, Attn: US&R.

B. The State shall be responsible for:

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

C. DOD shall be responsible for:

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

D. The sponsoring organization shall be responsible for:

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

7. Developing, maintaining, and accountability for US&R-specific equipment to be purchased with matching funding from FEMA and the local sponsoring organization.
8. Providing personnel and equipment for US&R-related exercises, as agreed upon with FEMA and the State, subject to the availability of such Task Force personnel and equipment which will be based upon requirements and priorities of the local jurisdiction and the State at the time such personnel and equipment are requested.

V. PROCEDURES

A. Activation

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

B. Mobilization, Deployment, and Redeployment

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

C. Command and Control

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

VI. FINANCIAL AGREEMENTS

- A. Task Force members shall be compensated in accordance with pay schedules and policies set forth by the Federal government, including DoD and/or FEMA (i.e., Federal Disaster Assistance

Employee Program), the State, and the local organization, as determined prior to implementation of this agreement.

- B. Skill and experience levels shall be established for each Task Force member upon inclusion into the national system and appropriate compensation determined based on VI. A., above.
- C. Task Force members shall be reimbursed for travel and per diem costs in accordance with Federal travel regulations, unless otherwise authorized.
- D. Members shall be reimbursed for reasonable personal costs of operations and maintenance incurred in conjunction with disaster operations.
- E. Any reasonable expense incurred by an organization in filling a Task Force member's position while the Task Force member has been activated will be paid for by FEMA. FEMA will not pay personnel costs above the normal and usual rate for that position. It is expressly agreed and understood by FEMA, the State, and the local jurisdiction that such personnel reasonably include overtime compensation if the local jurisdiction is required to pay such compensation costs in filling positions deemed critical for public safety and well-being.
- F. Task Force organizational materials, equipment, and supplies consumed in providing requested assistance shall be reimbursed on a replacement basis. Replacement and/or rehabilitation requests shall be submitted to DOD before demobilization.
- G. Rehabilitation or replacement costs of operational equipment will be reimbursed if the piece of equipment was used at a disaster site or on disaster exercises, as authorized by FEMA. While FEMA will consider on a case-by-case basis the replacement of lost or stolen equipment, where that equipment was not lost or stolen as a result of negligence on the part of the Task Force or its personnel, FEMA will replace that equipment.
- H. No Task Force or any Task Force member shall be reimbursed for costs incurred by activations outside the scope of this agreement.
- I. All equipment purchased under this agreement will revert to the local sponsoring organization at the time that this agreement is dissolved.
- J. All financial commitments herein are made subject to the availability of funds and the further mutual agreement of the parties.
- K. Cash grants awarded by FEMA from FY 1990 or FY 1991 funds for equipment or training must be matched on a 50/50 hard match basis.

VII. REPORTING REQUIREMENTS

- A. The sponsoring organization will submit quarterly financial and activity reports to the State, to be forwarded to the FEMA Regional office then to FEMA Headquarters, in accordance with Comprehensive Cooperative Agreement Article VI., Reports, included as attachment B.
- B. The sponsoring organization will submit, in writing, to the State, to be forwarded to the FEMA Regional office then to FEMA

Richard M. Krumm
Deputy Associate Director
State and Local Programs and Support
FEMA/Washington

5/1/93
Date

Major P. May
Regional Director
FEMA Region

7-16-92
Date

Randall Kellen
Authorizing Official/Title Asst. Sec. State, LACA
State Emergency Management Office

4-18-92
Date

J. D. Sells
Authorizing Official/Title/Organization
Sponsoring Organization
ASSISTANT COUNTY MGR / DARR COUNTY, TX

3/19/92
Date

FEMA MEMORANDUM OF AGREEMENT (MOA) TERMS AND CONDITIONS

- * The task force members will be registered as volunteers with FEMA. Task force members will remain employed by their respective sponsoring jurisdictions for salary and assessments of other benefits; but upon activation, they will become Federal employees for the tort liability purposes of the Federal Tort Claims Act. FEMA will reimburse the sponsoring organization, the normal and usual rates of pay and backfill costs accrued as a result of the activation of the task force by FEMA.
- * For the purposes of worker's compensation and long-term disability, task force members who perform disaster relief functions in connection with this US&R program will be considered performing within the scope of their employment with the sponsoring jurisdiction, and, as such, subject to the State or local worker's compensation laws. The sponsoring jurisdiction shall be reimbursed by FEMA for the payment of these benefits and expenses incurred as a result of a FEMA-sponsored training exercise or disaster response.
- * Those individuals who are not employees of the sponsoring organization will be either brought onto the sponsoring jurisdiction or the State's payrolls as contingent employees for purposes of consolidated billing. If the State or the local jurisdiction cannot accomplish this, FEMA will register these individuals as Federal employees at Federal pay schedules established in conjunction with the National US&R Program.
- * Although the Memorandum of Agreement states that "Cash grants awarded by FEMA from FY 1990 or FY 1991 funds for equipment or training must be matched on a 50/50 hard match basis" (VI.K.), modification of the funding was revised since the MOA was sent to each task force. The FY 1990 funding (\$10,000 for each task force for training) is a 75/25 in-kind match.

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

Richard W. Shuman 5/7/93
Deputy Associate Director Date
State and Local Programs and Support, FEMA/Washington

W. P. May 6/16/93
Regional Director, FEMA Region IV Date

Joseph F. Ryan 6/30/93
State Director, Emergency Management Office Date

R. Paulson 7-6-93
Sponsoring Jurisdiction Date

DHS/FEMA/US&R Code of Conduct

National US&R System members shall:

- Respect the value of life and the welfare of victims
- Demonstrate respect for public and private property
- Be aware of cultural issues including race, religion, gender and nationality
- Follow Chain of Command
- Abide by all DHS/FEMA regulations and AHJ law enforcement practices including the handling of sensitive information
- Not possess or use any type of firearms
- Follow DHS/FEMA direction regarding dress code and personal protective equipment
- Not possess or use alcohol or illegal drugs
- Procure equipment through appropriate channels
- Not steal
- Not accept gratuities
- Not take personal advantage of any situation and/or opportunity that arises.
- Demonstrate respect for other assigned personnel

01/17/2007