



DATE: June 26, 2018

CATEGORY: Consent

DEPT.: Fire Department

TITLE: **Addendum to MOA with Menlo Park Fire Protection District for FEMA Canine Search Team**

RECOMMENDATION

Authorize the City Manager to Sign an Addendum Agreement with the Menlo Park Fire Protection District (Sponsoring Organization for FEMA California Urban Search and Rescue Task Force 3) for the FEMA Canine Search Team (Attachment 1 to the Council report).

BACKGROUND

The Federal Emergency Management Agency (FEMA) operates the national Urban Search and Rescue Response System in conjunction with several states, including California. The City of Mountain View has been part of local FEMA Task Force 3 since 1993 through a Memorandum of Agreement (MOA) with the Menlo Park Fire Protection District (MPFPD), which serves as the sponsoring organization for FEMA. In 2014, staff executed an addendum to the MOA regarding Mountain View's participation in a FEMA Canine Search Team (CST), with one member of the Mountain View Fire Department (MVFD) who has volunteered to serve as a canine handler and, ultimately, two canines (one for live rescue and one for cadaver search). Since that time, the CST has been deployed five times within California and across the United States to search for disaster victims. The CST is deployed by FEMA and is not used in MVFD fire responses.

In 2017, FEMA proposed an amendment to the addendum to change the compensation for the canine handler. At this time, it was determined that the FEMA CST addendum should have received Council authorization. Consequently, staff brought the item to Council on December 12, 2017 (See Attachment 2), and Council authorized the City Manager to execute an addendum. Staff has been in discussions with the MPFPD to establish terms for the CST addendum. MPFPD has maintained that it is not possible to alter the terms of the standard FEMA CST agreement, which staff believes may expose the City of Mountain View to potential costs and liability that were not fully identified

in the December 2017 Council report. Staff continues to recommend participation in the FEMA CST given its regional and national disaster response benefit, but is returning this item to Council to communicate the potential impacts and seek Council approval for the terms as provided by FEMA.

ANALYSIS

Since the CST is established according to the terms as prescribed to FEMA and is deployed at FEMA's direction, the CST is not a City of Mountain View program and the City has limited ability to oversee its operation. However, the individual who has requested to be assigned as a FEMA canine handler is a Firefighter employed by the City of Mountain View. As such, the City has potential exposure associated with Workers' Compensation if the canine handler is injured while deployed by FEMA, possible increased liability exposure related to the performance of these duties, requirement to reimburse FEMA-paid canine training and certification costs, and the FEMA stipend for the care and feeding of the canines. To some extent, the FEMA Task Force 3 MOA (see Attachments 3 and 4) and proposed CST addendum recognize and address these issues. But, as summarized below, the potential risks for the City of Mountain View must be weighed against the benefit to both Mountain View and the broader region of having canine search team resources as part of FEMA's emergency response.

Workers' Compensation and Other Exposure

FEMA fully reimburses the City for the canine handler's time while he is training or deployed and for any overtime required to backfill his position. However, search and rescue task force members remain City employees and retain all benefits and standing offered by the City, including Worker's Compensation benefits. It is unknown whether the nature and frequency of deployments as a canine handler pose any greater risk of injury or what impact any such injury might have on the employee's health, Fire Department staffing, and the City's Workers' Compensation expenses. The City would remain responsible for these costs. It is also unknown what exposure to potential litigation might arise out of participation in the FEMA Canine Search Team. FEMA is not liable for any claims related to the performance of the search and rescue duties under federal law. Likewise, the City is entitled to certain immunities under state law.

Unlike the City of Mountain View police canines, the search and rescue canines are owned privately by the Mountain View Firefighter who is appointed as the FEMA canine handler. FEMA provides canine health insurance coverage that should cover the health care of the canines if they are injured in the performance of their duties.

Training Cost Reimbursement

FEMA provides training to the canine handler and requires reimbursement of training costs if the canine handler does not complete a five-year commitment. This required commitment for the canine handler has already been satisfied. However, the canine handler has recently retired one of his canines and is training a new canine. If additional training expenses are incurred by FEMA for new canines, the City may be required to provide reimbursement in the event that MPFPD determines that the commitment period for participation in the FEMA CST program has not been satisfied.

FEMA Canine Handler Stipend

The City serves as a pass-through agent for the compensation provided by FEMA to the canine handler. As of January 2017, FEMA has set compensation at \$300 per month per canine for the canine handler's off-duty time spent in the care, feeding, grooming, and other needs of the assigned canines. The City neither establishes the amount of the stipend nor activates or directs the canine handler in the performance of care for the canines. Therefore, the City has limited control to ensure the adequacy of the stipend to compensate the canine handler. Staff analysis has determined the current level of stipend to be sufficient to cover Federal requirements regarding payment for overtime, with an assumption of minimum wage as the base hourly rate for canine care. If FEMA were to reduce the stipend, it may become necessary for the City to terminate its participation in the FEMA CST in accordance with the termination clause in the addendum.

FEMA CST Program Benefits

While it is difficult to predict the likelihood that the above concerns will occur or the magnitude of the potential cost and liability to the City, it is helpful to note that since Mountain View began participating in the FEMA CST four years ago, these issues have not occurred. This is to be considered in the context of the potential benefit of having a local CST that can be deployed by FEMA to locales throughout the country, State, and region, including Mountain View. Mountain View's Firefighter, serving as a canine handler, has been deployed five times since 2014 in response to fires in Salinas and Emeryville, Hurricane Irma, a mudslide in Montecito, and a simulation of a dirty bomb detonation in Sacramento. During these deployments, the CST was successful in recovering two deceased victims at one emergency site and accurately assessing the absence of victims at the other sites.

Staff is not aware of any viable alternative to maintaining participation in the CST program and is reluctant to remove this resource from FEMA Task Force 3 given the potential benefit to Mountain View and beyond and the importance of maintaining

regional cooperation with other emergency response agencies. Therefore, staff recommends Council authorize the City Manager to execute an addendum for continuation of FEMA CST services. The Fire Department will establish internal General Orders as necessary to address the above areas of concern and clarify the parameters for the City's participation in the FEMA CST.

FISCAL IMPACT

The personnel costs associated with CST deployment and training will be reimbursed by FEMA through MPFPD. MPFPD will provide a stipend for the canine handler's care of the canines. As described in the Analysis section, there is potential cost exposure for the City related to Workers' Compensation, liability, and reimbursement of FEMA-paid training expense.

ALTERNATIVES

1. Do not continue to provide California Task Force 3 with a Canine Search Team.
2. Provide other direction to staff.

PUBLIC NOTICING

Agenda posting. Copy provided to MPFPD.

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JFD/MP/2/CAM/189-06-26-18CR-E

- Attachments:
1. Addendum
 2. December 12, 2017 Council Report
 3. USAR Task Force 3 MOA 2000
 4. USAR Task Force 3 MOA 1993