

MEMORANDUM OF AGREEMENT

An agreement entered into this 12 day of October, 1993, by and between the Federal Emergency Management Agency (FEMA), the State of California, and the Menlo Park Fire Protection District, 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 S5121, 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 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 time frame.
- 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 primary agent for coordinating US&R efforts under Emergency Support Function (ESF) #1, 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 government 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.

- R. 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. It is understood that many of the criteria for position selection are, at present time, only recommended standards but will become mandatory over time.
 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 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 the Federal activation.
2. If the Task Force responds to a notification of 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. 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 (ie, 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.
- 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 shall be reimbursed if the piece of equipment was used at a disaster site or on disaster exercises, as authorized by FEMA. FEMA shall replace lost or stolen equipment, unless equipment was lost or stolen as a result of negligence on the part of the Task Force or its' personnel.
- 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 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 50/50 hard match basis. 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.), interpretation of the funding was revised since the MOA was sent to each task force. The FY 1990 funding (\$10,000 for each task for training) is a 75/25 in-kind match.
- L. Upon activation, the sponsoring organization shall be forwarded, from FEMA, \$100,000 advance funding to off-set any initial out of pocket financial obligation. This advance shall be dispatched in an expedient manner and, in no case, more than five (5) calendar days from activation. Any part of this advancement, not expended during the activation, shall be returned to FEMA.
- M. This Memorandum of Agreement is to be interpreted as a contract between FEMA, the State, and the local sponsoring jurisdiction. The task force members of the search, rescue, and technical teams will not become "Federalized" through the Disaster Assistance Employees (DEA) program, but will retain all benefits and standing as offered by their respective organization.
- N. With the exception of the medical team personnel, 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 Disaster Assistance Employees. All non-department personnel, with the exception of those on the medical team, will be subject to the pay schedules established by the FEMA Disaster Assistance Employees program in conjunction with the National US&R Program.
- O. All individuals registered as DAEs will be afforded workman's compensation and long-term disability as outlined in the Federal Employee's Compensation Act.
- P. All medical team personnel, including employees of the sponsoring organizations, are subject to the pay schedule and Federal benefits established through the national Disaster Medical System.

VII. REPORTING REQUIREMENTS

- A. The sponsoring organizations 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 Headquarters, all personnel changes as they relate to the composition of the Task Force. This includes information of personnel training and qualification upgrades. The relevant portion of the qualifications list will be submitted as new members are admitted to positions on the Task Force.
- C. A copy of the PHS MOU will be submitted to FEMA, SL-OE-FR-OP, Attn: US&R.
- D. Verification of Task Force member credentials, as they relate to the criteria outlined in the Description Manual will be submitted on an annual basis and at other times as requested by FEMA.
- E. A new qualification list will be submitted at least three months, but no earlier than six months, prior to the end of this agreement in order to determine if the MOA shall be renewed.

VIII. CONDITIONS, AMENDMENTS AND TERMINATION

- A. This Memorandum may be modified or amended only with written agreement of all parties, and all amendments will be attached to this agreement. The memorandum may be terminated by any party upon 30 days written notice.
- B. FEMA complies with the provisions of Executive Order 11246 of September 24, 1965, as amended, and with the rules, regulations and relevant orders of the Secretary of Labor to the end that "(FEMA) will not discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex or national origin." In addition, use of Federal facilities, supplies and services will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provision of technical assistance and other relief and assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.

IX. LIABILITY

Once a Task Force is activated under terms of this Memorandum of Agreement, the Non-Liability clause as stated in The Robert T. Stafford Disaster Relief and Emergency Act, Public Law 93-288, as amended, 42 U.S.C. §5121, et seq., Section 305, will be in effect: "The Federal Government shall not be liable for any claim based upon the exercise or performance of or the failure to exercise or perform a discretionary function or duty on the part of a Federal agency or any employee of the Federal Government in carrying out of the provisions of this Act."

X. ATTACHMENTS

- A. PHS/NDMS/DMAT Registration Material and MOU
- B. FEMA Comprehensive Cooperative Agreement (CCA) Article, VI. Reports

Richard W. Kummer
Associate Director
State and Local Programs and Support
FEMA/Washington

10/21/94
Date

Kevin J. Clock for
Regional Director
FEMA Region IX

9/13/94
Date

X Richard L. Linder
State Director
Emergency Management Office

5-26-94
Date

BOZE
Sponsoring Jurisdiction

5/3/94
Date

URBAN SEARCH & RESCUE
CALIFORNIA US&R TASK FORCE 3

MEMORANDUM OF AGREEMENT
WITH
INDIVIDUAL PARTICIPANT

Attachment 2

This information is completed and submitted by the participating agency listing the name, rank, hourly salary scale for agreed upon personnel and related positions as described in the US&R Operational System Description.

It is the responsibility of the participant to update this information any time this information changes.

Date: _____

Agency Name: _____

Names of Participants	Rank	Hourly Rate of Pay	US&R Position
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URBAN SEARCH & RESCUE
CALIFORNIA US&R TASK FORCE 3

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This information is completed and submitted by the participating agency listing the name, rank, hourly salary scale for agreed upon personnel and related positions as described in the US&R Operational System Description.

It is the responsibility of the participant to update this information any time this information changes.

Date: 6/14/04 Agency Name: Mountain View Fire

<u>Names of Participants</u>	<u>Rank</u>	<u>Hourly Rate of Pay</u>	<u>US&R Position</u>
1. Kopecky, Tom	Captain	\$34.37	TSS
2. Owen, John	Captain	\$33.59	TSS
3. Dinger, Geoff	FF	\$27.56	TSS
4. Robbins, Scott	FF/P	\$30.57	Rescue
5. Zarubin, Steve	Engineer	\$31.71	Rescue
6. Miguel, John	Captain	\$35.18	Rescue
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