

CALIFORNIA TASK FORCE 3
ADDENDUM TO MEMORANDUM OF AGREEMENT
WITH PARTICIPATING AGENCY CANINE SEARCH SPECIALIST

This “Addendum” modifies and amends the Memorandum of Agreement with Participating Agency (“Agreement”) entered into effective _____ by and between the Menlo Park Fire Protection District (“District”) and _____ as the Participating Agency (“Agency”), which Agreement has been amended previously as of the same date by the “First Amendment” between the same parties. As set forth in this Addendum, the parties further agree as follows:

1. Purpose. The purpose of this Addendum is to amend the Agreement to provide the terms and conditions agreed upon by the parties under which Participating Agency will organize, train and provide to District, as Sponsoring Agency for California Task Force 3 (CA-TF3) of the US&R Program, certain canine search resources for use as part of CA-TF3.

2. Canine Search Teams (CST). The canine search resources referred to in this Addendum are Canine Search Teams (“CSTs”) consisting of a canine, either Live Find Or Human Remains Detection, and its Canine Search Specialist (CSS) handler who are trained and qualified to engage in searches for human victims of emergencies and disasters to which the Task Force may be required to respond in connection with its US&R mission.

2.1 Canines may be procured through the National Disaster Search Dog Foundation (NDSDF) and are the property of NDSDF, a recognized Search and Rescue Dog association or may be procured, owned, and furnished by the CSS. At a minimum, each CST must meet the Federal Emergency Management Administration (FEMA) Canine Search Specialist Training Objectives Standards of Progress Check (3) Three (“FEMA CST Check 3”), as provided under the CA-TF3 Progress Evaluation.

2.1.1 CSS procuring canines through the NDSDF shall agree and sign the NDSDF Individual Canine Search Team Service Agreement.

2.2 Successful completion of Canine Certification Evaluation, Type-1 (“FEMA CCE Type 1”) conducted by DHS/FEMA under the US&R Program is required of a CST to be designated as a Rostered CST with CA-TF3.

2.3 In addition to other requirements specified in the Agreement, the CSS personnel shall be full-time, regularly employed firefighters of Participating Agency who have been designated as Canine Search Specialists by the Agency and have volunteered to serve as a Canine Search Specialist with CA-TF3.

3. Responsibilities of District. In the event District receives adequate annual funding for canine search services under CA-TF3, the District will provide the Participant with limited financial support for certain CST training, evaluation activities, and canine care and maintenance as described in this Section 3.

3.1 Designate and furnish Task Force Canine Coordinator whose duties will include:

3.1.1 Plan and coordinate CSS training including preliminary testing required for Canine Certification Evaluations.

3.1.2 Develop Incident Action Plans for training of CSTs.

3.1.3 Evaluate CSTs for performance.

3.2 Upon successful completion of FEMA CST Check 3, as provided under the CA-TF3 Progress Evaluation Procedure, the District will provide health insurance coverage for each non National Disaster Search Dog Foundation (NDSDF) canine member of a CST to the extent such coverage can be obtained at a reasonable cost and subject to such coverage limits, exclusions, deductibles, restrictions and other features typical of such policies in the insurance market.

3.3 Pre-approved expenses eligible for reimbursement are those reasonably and necessarily required for transportation, lodging, meals, and attendance fees for FEMA-approved training programs. Reimbursement shall also be subject to any District promulgated travel policies that are applicable to CA-TF3. The events for which reimbursement will be provided and the limits on reimbursement are:

3.3.1 Up to \$15,000 on a one-time-each per CSS for participation in training conducted by and at the National Disaster Search Dog Foundation or other designated recognized Search and Rescue Dog Association.

3.3.2 Up to \$4,000 per CSS on a one-time-each per CSS for participation in the canine Search Specialist Course provided by the Department of Homeland Security/Federal Emergency Management Agency (“DHS/FEMA”).

3.3.3 Up to \$6,000 per Canine Certification Evaluation required of a CST, for a FEMA CCE Type 1 training course required of a CST and conducted by DHS/FEMA under the US&R Program. CA-TF3 will financially support one attempt for each canine.

3.4 Each CSS is entitled to a stipend as compensation for time spent in the care, feeding, grooming and other needs of the assigned canine. For each CSS assigned to CA-TF3, upon the date at-home care of a canine commences and successful completion of the Progress Check (3) Three (“FEMA CST Check 3”), District will pay a stipend to the CSS through the Participating Agency in the total of \$300 per month on a quarterly basis for the off duty time spent caring for his/her assigned canine. Responsibility for obtaining consent, and engaging in all necessary negotiations for the same, shall rest solely with the Participating Agency. This funding will be reviewed on an annual basis and may be adjusted if needed.

3.5 A CST may not be utilized in searches for criminal suspects, evidence of crimes, incendiary devices or explosives except to the extent such an activity may be incidental to a US&R mission conducted for the purposes of the Agreement.

3.6 District will also procure and provide to CSS the following specialized equipment upon the successful completion of the FEMA CST Check 3, as provided under the CA-TF3 Progress Evaluation Procedure:

3.6.1 CA-TF3 work uniform and Personal Protection Equipment (PPE) consisting of three (3) BDU pants and T-Shirts, one (1) Sweatshirt, one (1) Team Baseball Cap, one (1) set of leather gloves, one (1) helmet, eye protection and hearing protection, one (1) BDU Blouse and one (1) canine vest.

3.6.2 An appropriate portable kennel with mounted automatic watering device if needed.

3.6.3 A set of portable food and water bowls.

4. Responsibilities of Participating Agency. In addition to the other obligations of a Participating Agency under the Agreement, Participating Agency shall have the following responsibilities with respect to the participation of its CSS on the Task Force:

4.1 Participating Agency shall keep District fully informed of pertinent information about its CSS personnel and canines that would affect a CSS's ability to carry out its role on the Task Force.

4.2 CSS shall provide for all of his or her canine medical and maintenance needs at the participant's sole expense, except as set forth herein.

4.3 CSS's primary obligation for emergency response or use will be for CA-TF3.

4.4 CSS will have one (1) year from Progress Check (3) Three ("FEMA CST Check 3") to complete the FEMA CCE Type 1 certification. Canine health insurance coverage and stipend may be suspended if the participant exceeds the one (1) year time frame. Participant must remain active and certified to receive canine health insurance coverage.

4.5 CSS will have one (1) year from CCE Type I certification expiration to recertify. Canine health insurance coverage and stipend may be suspended if the participant exceeds the one (1) year time frame. CSS must remain active and certified to receive canine health insurance coverage.

4.6 If any Participating Agency CSS is deployed in support of California Office of Emergency Services (Cal OES), local law enforcement or another public agency, or if a CSS is otherwise expected to be unavailable for deployment for any reason for an interval

of seven consecutive days or longer, the Participating Agency shall provide timely notice of that circumstance to the Task Force so as to avoid possible interference with the Task Force's condition of readiness to perform its US&R mission.

4.7 Participating agency shall promptly provide District with current information called for in MOA, Attachment 2 to the Agreement concerning CSS personnel identity, rank and non-benefited pay rates.

4.8 All Participating Agency CSS will be required to serve as a CSS for a period of five years after being rostered. Participating Agency shall reimburse District for all training costs if CSS fails to complete the five-year commitment as a CSS. The CSS will have the option to drop their five-year obligation as a CSS, without penalty under any of the following criteria:

4.8.1 The CSS sustains an illness/injury that would prohibit them from performing as a CSS.

4.8.2 Special circumstances (permission from the Participating Agency Fire Chief and from the Sponsoring Agency Fire Chief).

4.9 Temporary Leave of Absence from the CA-TF3 Canine Program

4.9.1 CSS may request a temporary leave of absence from CST duties for a period of three months or less. CSS will not be entitled to canine stipend during the leave period. Periods exceeding three months or multiple leaves (two or more) within a one-year period will be considered long-term leaves. CSS may be granted a temporary leave of absence with permission from the Participating Agency Fire Chief and by the CA-TF3 Program Manager and/or Program Coordinator.

4.9.2 Long-term leave of absence will be considered a term of three months or more, but not exceeding one year. CSS will not be entitled to canine stipend or the canine health insurance during the leave period. CSS desiring to return to the CA-TF3 canine program will have to meet all FEMA, and CA-TF3 canine requirements for CSS within 30 days. The CSS must successfully complete a performance evaluation conducted by the Canine Coordinator.

4.9.3 CSS may be granted a long term leave of absence with permission from the Participating Agency Fire Chief and by the CA-TF3 Program Manager and/or Program Coordinator.

5. Effect of Amendment. This Addendum supplements the parties' Agreement, but except to the extent that any portion of the Agreement may have been expressly superseded by the provisions of this Addendum, the Agreement remains in full force and effect.

6. Effective Date. This Addendum is effective when it has been duly and lawfully approved and executed by the parties' respective authorized representatives. For purposes of

convenience, the Addendum's effective date is _____.

In recognition of the foregoing Addendum, the parties have executed this instrument in the spaces below.

District:

MENLO PARK FIRE PROTECTION DISTRICT

By _____ Date: _____
Sponsoring Agency Fire Chief

And By _____ Date: _____
Task Force Representative

Participating Agency:

By _____ Date: _____
Participating Agency Representative