

URBAN SEARCH & RESCUE
CALIFORNIA US&R TASK FORCE 3

MEMORANDUM OF AGREEMENT
WITH
PARTICIPATING AGENCY

This Memorandum of Agreement ("Agreement") is entered into effective March 1, 2000 by and between the Menlo Park Fire Protection District ("District") and City of Mountain View ("Agency" or "participating agency").

Recitals

A. District is a contracting party under a "Memorandum of Agreement" dated October 12, 1993 with the Federal Emergency Management Agency ("FEMA") and the State of California acting through its Office of Emergency Services ("OES"). A copy of the Memorandum of Agreement (the "FEMA MOU") is attached to this Agreement as Attachment 1 and incorporated by reference.

B. Pursuant to federal law, principally the Robert T. Stafford Disaster Relief and Emergency Act, Public Law 93-288, as amended (42 U.S.C. § 5121 *et seq.*) (the "Stafford Act"), FEMA operates the National Urban Search and Rescue Response System (the "System") in conjunction with several states of the United States of America including the State of California and, currently, twenty-seven local sponsoring organizations. The System conducts Urban Search And Rescue ("US&R") activities authorized by the Stafford Act.

C. Each sponsoring organization is responsible to recruit and organize a US&R Task Force consisting of 62 individuals, three deep, plus other support personnel, who have been properly trained with specialized capabilities required for urban search and rescue operations. A Task Force may be deployed as a single unit or it may be reorganized into teams for purposes of modularized responses for limited or specialized deployments.

D. Pursuant to the FEMA MOU, District is the sponsoring organization for California US&R Task Force 3 ("CA-TF3" or the "Task Force") and is charged with, among other things, recruiting and organizing CA-TF3. In the performance of its obligations as a sponsoring agency, it is necessary for District to enter into memoranda of agreements with other local organizations by which those organizations, including Agency, agree to serve as participating agencies in CA-TF3. This Agreement is entered into by District and Agency for that purpose.

E. Agency desires to be a participating agency with respect to CA-TF3 on the Terms and Conditions stated in this Agreement.

Terms and Conditions

In consideration of the Recitals above and the following Terms and Conditions, District and Agency agree as follows:

I. Participating Agency

As a participating agency, Agency acknowledges that District is obliged to provide qualified and trained personnel, three deep, for each dedicated position of the Task Force. In furtherance of that objective, Agency agrees to provide certain personnel to serve in designated positions on the Task Force. A list of the individuals who will occupy the designated positions is attached to this Agreement as Attachment 2.

Agency further agrees that the personnel which Agency has agreed to provide shall meet the required qualifications for the Category and shall receive the required training specified in this Agreement.

A Training Schedule which is mutually acceptable to Agency and District will be developed and when approved shall be made a part of this Agreement.

II. Agreement Term

This Agreement is intended to cover a twelve-month interval from its effective date so as to conform with the Task Force's twelve-month training calendar. However, the Agreement will continue in effect beyond the end of the anticipated twelve-month term unless terminated or superceded. District and participating agency will meet and confer prior to the end of the 12-month interval to evaluate renewal of the Agreement.

III. Amendments and Termination

This Agreement may be modified or amended only with another written agreement approved and executed by both parties, and all amendments will be attached to this Agreement. The Agreement may be terminated by either party upon 30 days written notice.

IV. Non-Discrimination

The parties to this Agreement shall comply with the provisions of Executive Order 11246 dated September 24, 1965, as amended, and with the rules, regulations and relevant orders of the United States Secretary of Labor to the end that these agencies will not tolerate discrimination against any employee or applicant for participation based upon race, color, religion, sex or national origin.

V. Tort Liability and Workers' Compensation

Agency and its participant personnel ("participants") shall be afforded such coverage for tort liability and workers' compensation as FEMA affords all task forces and their participants under Federal law, the scope of which is generally described in the FEMA MOU. Except as afforded by FEMA, the responsibility for risks associated with claims for tort liability and workers' compensation arising out of Agency's participation in CA-TF3, either organizationally or individually by its participants, shall be the responsibility of Agency.

VI. Financial Provisions

- A. The participating agency shall provide District with an employee salary schedule each year, or as changes occur in compensation rates payable to participating employees.
- B. From the time of activation and until CA-TF3 returns, is deactivated, and participants are returned to regular work schedules, participants shall be compensated in accordance with pay schedules and policies established by the FEMA MOU and Federal Regulations. For planning purposes, the parties understand that:
 - 1. Pay schedules currently compensate deployed fire personnel at regular salary for a normal work shift, and at time and one half for normal off-shift work days;
 - 2. The additional expense incurred, if any, to backfill deployed personnel will be paid; and
 - 3. Benefits and administrative costs should also be calculated and paid in accordance with FEMA's established policies and procedures.
- C. Within 30 days of either deactivation after a mission or completion of FEMA sponsored training (i.e., training expressly authorized, approved and/or conducted by FEMA and for which FEMA has agreed to reimburse participation costs), the participating agency agrees to provide the District with a complete cost reimbursement package to be submitted by the District as part of an overall claim package which District is obliged to submit to FEMA within 60 days after deactivation. Agency's cost reimbursement package shall be prepared in conformance with applicable FEMA regulations and procedures.
- D. Participants will be reimbursed for reasonable personal costs for operations and maintenance incurred in conjunction with a disaster operation in accordance with and to the extent authorized under FEMA policies.

- E. Rehabilitation or replacement costs of operational equipment shall be reimbursed if the piece of equipment was used at a disaster site or on a disaster exercises, as authorized by FEMA.
- F. In accordance with FEMA's policies, FEMA will 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.
- G. Neither Agency or any Task Force member shall be reimbursed for costs incurred by activations outside the scope of this Agreement.
- H. All financial commitments of District are subject to the availability and receipt of funds by District from FEMA pursuant to and in accordance with the System's policies and regulations and the FEMA MOU.

VII. Reporting And Record Keeping Requirements

- A. Each Task Force member is required to provide the following information prior to being eligible for deployment.
 - 1. A fully completed OF 612 "Application for Federal Employment" form.
 - 2. A fully completed Federal Employee Data Transmittal Sheet. This is an adjunct to the OF 612 form, and is required by the Office of Human Resources and Management.
 - 3. A fully completed SF-61 Appointment Affidavit. Form 61 is an official U.S. Government form required by Federal Regulations for all Federal Appointees. An oath must be administered prior to deployment and after the team has been officially activated. Only originals may be submitted to FEMA. No copies will be allowed.
 - 4. A Federal Emergency Management picture identification card must be obtained, which will be retained by District and only distributed during a deployment.
 - 5. Certificates of course completion as described in the Section XIII of this Agreement (or a letter signed by the participating agency Chief certifying course completion if no certificate of completion is available) must be provided.

6. Paramedics, as active members of the Medical Group, must complete and have on file, a copy of their Public Health Service Agreement. Original documents must be with the team at all times during deployment.
- B. The participating agency will submit quarterly training activity reports at the CORE Group meetings which are held on a quarterly schedule. These reports will include participants names, hours of training, related topics and a course overview of what was covered during internal department training as specified under the Section XIV of this Agreement.

VIII. Official Name and Publications

- A. The official name of the task force organized pursuant to this Agreement is: California Urban Search and Rescue Task Force 3 (CA-TF3), a Bay Area Specialized Structural Collapse Rescue Team based out of Silicon Valley, California.
- B. All information, literature and promotional materials will list the official name and sponsoring and participating agencies.
- C. All uniforms will display the official name and/or allow for all participating agencies to display their own agency patch per approved uniform guidelines.

IX. Chiefs' Advisory and Policy Group

The Fire Chief of the District and the Task Force Leader will hold quarterly meetings with participating agency Fire Chiefs and Managers to discuss issues related to policy and operational issues which affect CA-TF3 and its participating agencies.

X. CORE Operational Group

Each participating agency shall provide representation at a CORE Operational Group meeting to be held on a quarterly meeting schedule. These meetings will be held to discuss training, record keeping and other operational issues.

XI. Media and Information Policy

- A. Media coverage will involve all participating agencies, but the District will have the primary responsibility for coordination and liaison with media sources and representatives.
- B. Scheduled media coverage shall be rotated through an active participating agency list, provided the participating agency is able to fill a request within two hours.

- C. Spontaneous media coverage shall be handled on an immediate need basis by the District.
- D. All press releases will include the names of all participating agencies.
- E. Subject to applicable law, including FEMA regulations, all photographs and video taken on deployments will be kept under the control of District until an approved external education program is reviewed by the Chiefs Advisory Group.
- F. A post-deployment promotional video, photographs and summary written report will be completed within 45 days after the mission de-activation date.
- G. All State and Federal media policies will be strictly enforced and followed.

XII. Rules of Conduct and Disciplinary Action

- A. All participants will be expected to abide by strict operational rules of conduct and behavior. Failure to do so may result in disciplinary action, or removal of a participant from CA-TF3.
 - 1. No transport or use of illegal drugs or alcohol will be tolerated.
 - 2. No fire arms will be allowed.
 - 3. Ethical behavior while using radios or cellular phones will be used.
 - 4. Know the chain of command and who you report to.
 - 5. Follow all orders and follow up on actions.
 - 6. Free lancing will not be tolerated.
 - 7. Limit the procurement of equipment to what is needed.
 - 8. Do not take things that you do not have authorization to have.
 - 9. Act professionally at all times and while in public.
 - 10. Remain in a state of readiness at all times.
 - 11. Recreation is limited to unassigned hours.
 - 12. Maintain and wear safety clothing.

13. Wear the proper uniform.
- B. District will cooperate with the participating agency on issues related to any type of disciplinary action. District retains the right to exclude any participant from further participation on the Task Force if the participant fails to abide by the Rules of Conduct, above, or otherwise is guilty of conduct meriting disciplinary action.

XIII. Mandatory Minimum and Recommended General Requirements For Participation

- A. The following minimum general requirements have been established by FEMA and District for participation with CA-TF3.
1. The participant must be physically fit per participating agency standards and not have any pre-existing medical condition or disability which will prevent intensive manual labor.
 2. The participant must be available on short notice to mobilize within three hours of request and be able to respond on a mission for up to 10 days.
 3. The participant must be capable of improvising and functioning for long hours under adverse working conditions.
 4. The participant must be inoculated currently for Diphtheria/Tetanus, Hepatitis B, Measles/Mumps/Rubella (if born after 1957), and polio.
 5. The participant must be aware of the signs, symptoms and corrective measures of critical incident stress syndrome.
 6. The participant must understand, and adhere to safe working practices and procedures as required in the urban disaster environment.
 7. The participant must have a working knowledge of the CA-TF3's US&R response system, organizational structure, operating procedures, safety practices, terminology, and communication protocols.
 8. The participant must have had three years of continuous, full-time, regular active service with the participating agency prior to being considered for involvement.
 9. The participant must have completed a certified Rescue Systems 1 Course and possess a valid certificate.

10. The participant must have completed a certified Hazardous Materials Awareness course within the last 12 months and possess a valid certificate.
 11. The participant must have completed a certified ICS-100 SEMS Course within the last 12 months and possess a valid certificate.
 12. The participant must have completed a certified Confined Space Awareness Course within the last 12 months and possess a valid certificate.
 13. The participant must have completed a certified EMT First Responder Course and possess a current certification.
- B. The following qualifications, which are not presently, but are likely to be, mandatory in the near future, are strongly recommended.
1. Satisfactory completion of the Confined Space Operations Class.
 2. Satisfactory completion of the Rescue Systems II Class.
- C. The District has the authority to suspend or terminate a participant's participation on the Task Force for failure to satisfy all mandatory minimum general training requirements.

XIV. Training Policy and Procedures

- A. Annual internal training conducted in-house by the participating agency must include the following training. This training shall be documented as described in the Section VII of this Agreement and presented quarterly at the CORE Group meeting.
1. Rescue Systems One - 3 hours every 12 months.
 2. SEMS/ICS-100 - 1 hour every 12 months.
 3. Hazardous Materials First Responder - 4 hours every 12 months.
 4. EMT refresher training - 10 hours every 12 months.
 5. Confined Space Awareness - 2 hours every 12 months.
 6. CISD Awareness Training - 2 hours every 12 months.

B. Annual external training conducted by District will include the following training. This training will be documented by District and participating agencies will be held accountable for the participation of their personnel.

1. Individual Participant Orientation and Registration - 2 hours every 12 months.
2. 50 Question written exam - 70% passing - Every 12 months (Study Guide Provided).
3. Mobilization Orientation - 1 hour every 12 months.
4. Night Operations Exercise - 2 hours every 12 months.
5. Mobilization and Base Operations Exercise - 2 hours every 12 months.
6. Annual Deployment Exercise - 1/3 of the Task Force every 12 months.
7. Annual Exercise Critique and Discussion - 2 hours every 12 months.
8. Strategic Planning - 2 hours every 12 months.
9. ICS 100-200 Modules - 2 hours every 12 months.
10. Specific Categorical Training and Related Work Activities - minimum of 18 hours every 12 months, as follows.
 - Specific Categorical Training:
 - Communications and Technical Group.
 - Logistics Group.
 - Medical Group.
 - Management, Safety and Plans Group.
 - Rescue and Crane Rigging Group.
 - Structural Engineers.
 - Search and Recon (K-9, Search, HazMat, Comm/Tech, Engineers).

- Related Work Activities.
 - Cross Training.
 - Equipment Cache Work Days.
 - Meetings.
 - Special Projects.
- C. Paramedic students will not be allowed to be active participants in CA-TF3 until they have completed all applicable requirements for licensure as paramedics.
- D. District will begin development of tool and training caches to be utilized by participating agencies for training in the 2000-2001 budget year provided funding from FEMA is received. This equipment will be used for on-site training at the participating agencies' facilities. Until adequate tool and equipment training caches are available, all external training will be conducted at District's Station 77 or at District's Structural Collapse Training Center near the Dumbarton Bridge.
- E. All participating agencies' rescue personnel may attend the Rescue Specialist Course free of charge during the year.

XV. Notification Procedures

- A. Activation.
1. Upon request by District for a Federal or State deployment, the participating agency agrees to supply personnel as specified in this Agreement within three (3) hours of the time the request is received.
 2. The Fire Chief of District, or his designee, will make the determination to "Fill or Kill" a request from either FEMA or State OES.
 3. The participating agency agrees to provide District with a current point of notification for 24 deployment request.
- B. Mobilization.
1. All participants will respond to the District's Station 77 within 3 hours of notification with personal equipment appropriate to support a 10 day mission. See Attachment 3 for a list of required personal equipment.

2. The participating agency will select its participants through an internal system it has established. Selected participants will then be deployed provided they meet pre-approved document and training requirements as specified in this Agreement.
3. Selected participants will be subject to a medical pre-screening prior to deployment. Any participant which fails the screening will not be deployed.

C. Other Communications.

The District will establish a Task Force internet web site to enhance and simplify internal Task Force communications concerning US&R posting, training schedules, administrative requirements and similar functions and activities.

XVI. Family Support Network

A family support network for deployed participants and their participating agencies will be utilized during deployments.

XVII. Critical Incident Stress Syndrome

- A. District will have primary responsibility to organize and provide CISD intervention and support during and after a deployment.
- B. Unauthorized and unapproved CISD activities may not be eligible for reimbursement.

XVIII. Task Force Participants' Personal Protective Clothing and Equipment.

- A. District will issue to each participant the following personal protective clothing and equipment for use in Task Force activities and operations.

One (1) BDU Coat

One (1) BDU Pants

Two (2) Uniform Long Sleeve T-shirts

One (1) Helmet

One (1) pr. Eye Protection

One (1) pr. Gloves

- B. Each Agency will be issued one (1) US&R Text Pager for use by the Agency's operations representative.

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

District:

MENLO PARK FIRE PROTECTION DISTRICT

By M. Z. J. J. J.
Fire Chief/General Manager

And By Hans Schaefer
Task Force Leader

Participating Agency:

CITY OF MOUNTAIN VIEW

[Signature]
By [Signature]
Authorized Representative

APPROVED AS TO FORM
[Signature]
CITY ATTORNEY

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URBAN SEARCH & RESCUE
CALIFORNIA US&R TASK FORCE 3

MEMORANDUM OF AGREEMENT

TOPIC: Attachment 2

Rescue Group

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San Carlos, CA 94070
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Engineer John Owen
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San Jose, CA 95125
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Firefighter Scott Williams
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