

AMENDMENT # 1  
to Contract SC-100919  
dated 08/11/2017

for Washington State Task Force 1 (WA-TF1) State response following a Governor's proclamation of emergency in the State.

THIS AGREEMENT is made and entered into by Pierce County and the City of Mercer Island.

WHEREAS, the parties have previously entered into an agreement dated 10/16/08 as a Participating Agency of WA-TF1 for the National Urban Search and Rescue Response System.

WHEREAS, the parties desire to amend the agreement in consideration of the mutual benefits and advantages to be derived by each of the parties,

IT IS HEREBY AGREED as follows:

Participating Agency agrees to mobilize as a State resource if requested by the Washington State Military Department per the terms and conditions set forth in "Exhibit A" - Intergovernmental Agreement for Urban Search and Rescue Assistance between The Washington State Military Department, Emergency Management Division and Pierce County as the Sponsoring Agency for Washington Urban Search and Rescue Task Force 1.

All other terms and conditions of the agreement and all supplements and modifications thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be duly executed, such parties acting by their representatives being there unto duly authorized.

DATE this 6th day of November, 2017

Participating Agency:

Mercer Island Fire Department  
Full Firm Name

[Signature]  
(Signature)

Fire Chief  
Title of Signatory Authorized by Firm Bylaws

Mailing Address: 3030 78th Ave SE  
Mercer Island, WA 98040

Street Address, if different: \_\_\_\_\_  
\_\_\_\_\_

Federal Tax ID or Social Security Number:  
91-6017561

PIERCE COUNTY:

Approved as to legal form only:

[Signature]  
DEPUTY PROSECUTING ATTORNEY 10/26/17 Date

Reviewed:

[Signature] 11/6/17  
FINANCE Date

Approved:

[Signature] 9-18-17  
DEPARTMENT DIRECTOR Date

\_\_\_\_\_  
COUNTY EXECUTIVE Date  
(\$250,000 or more)

**INTERGOVERNMENTAL AGREEMENT  
FOR URBAN SEARCH AND RESCUE ASSISTANCE  
BETWEEN  
THE WASHINGTON STATE MILITARY DEPARTMENT,  
EMERGENCY MANAGEMENT DIVISION  
AND  
PIERCE COUNTY  
AS THE SPONSORING AGENCY FOR  
WASHINGTON URBAN SEARCH AND RESCUE TASK FORCE 1**

**1. Introduction**

**A. The Parties**

The Washington State Military Department, Emergency Management Division (EMD), is responsible to the Governor for carrying out the program for emergency management of Washington State, and is to coordinate the activities of emergency management organizations within the State. Pierce County (County) is the sponsoring agency of Washington Urban Search and Rescue Task Force 1 (WA-TF1), which is part of the National Urban Search and Rescue (US&R) System established by the Federal Government through the Federal Emergency Management Agency (FEMA).

**B. The National US&R System**

The National US&R System currently consists of 28 US&R Task Forces in 19 States that may be activated by FEMA for response to requests for federal emergency assistance throughout the nation. Each US&R Task Force is organized by a sponsoring agency pursuant to a memorandum of agreement with FEMA under which the Task Force will respond as a federal asset to major disasters or emergencies declared by the President under the Stafford Act on a reimbursable basis as prescribed by agreements with FEMA and in accordance with federal policies and rules. The sponsoring agency for each Task Force is responsible for entering into agreements with participating (participant agreements) local agencies and private entities (participating entities) to provide support for the Task Force subject to these federal agreements, policies and rules.

**C. WA-TF1**

WA-TF1 is the only FEMA National US&R System Task Force located in Washington State. It is sponsored by Pierce County which has entered into participant agreements with participating regional entities to provide support for the Task Force. Through agreements with FEMA, County receives funding for equipment and training for WA-TF1 federal deployments, which also improves the capability of WA-TF1 participants to respond to in-state emergencies and disasters.

**D. Purpose of this Agreement**

Pursuant to FEMA issued US&R Program Directive 2007-012, a US&R Task Force can be activated by FEMA for federal deployment in another state but not for response to an emergency or disaster within the state in which the Task Force is located. Under this Directive, in-state federal activation and deployment of a US&R Task Force would violate the Stafford Act because US&R

Task Force participants are considered by FEMA to be state and local resources that must be utilized as such prior to the State seeking federal assistance. As stated in the Directive, “If a State has its own US&R team assets standing by, not being utilized, by definition the State cannot certify that it lacks the ability to perform search and rescue work itself.” Therefore, prior to the State of Washington seeking a Presidential disaster or emergency declaration authorizing FEMA to activate US&R Task Force assistance from another state for federal deployment in Washington, Washington State must certify that the in-state resources of WA-TF1 are being utilized or are otherwise unavailable for response.

This Agreement provides a means for the State to certify to FEMA that the resources of WA-TF1 are being utilized or are otherwise unavailable for response in the event of an emergency or disaster in Washington State necessitating a request for FEMA to federally activate and deploy National US&R Task Force assistance from other states.

## **2. Scope**

This Agreement establishes a process for County to inform EMD regarding the availability of WA-TF1 components for response to an emergency or disaster within the State following proclamation of an emergency by the Governor and how WA-TF1 components are being utilized if not available. Additionally, if WA-TF1 components are available, this Agreement provides a means for engaging and utilizing those resources for response following a Governor’s proclamation of emergency in the State.

## **3. Procedures**

### **A. Alert**

- 1) Following a Governor’s proclamation of emergency, the EMD Director or designee may issue an alert to the Pierce County Department of Emergency Management (PCDEM) Director identifying an emergency or disaster within the State for which response by all or part of WA-TF1 may be requested by impacted local jurisdictions or by EMD. The alert may be issued verbally then followed by written confirmation, generally within 12 hours.
- 2) To the extent WA-TF1 is not available for response, PCDEM will provide EMD with available information and written documentation identifying why all or any part of WA-TF1 is not available.

### **B. Activation/Deployment**

- 1) This Agreement is not an authorization for PCDEM to incur administrative expenses to plan or prepare for WA-TF1 activation or deployment, or to activate or deploy WA-TF1 or any of its component resources. PCDEM activation and deployment of WA-TF1 and supporting resources under this Agreement, and any related planning or preparation, shall only be authorized as provided in a completed “Activation Order” amendment to this Agreement in the form of “Attachment A” that has been mutually executed by the parties. County shall not activate or deploy any WA-TF1 or supporting resources under this Agreement except in compliance with such authorization. No

reimbursement will be provided for County administrative expenses incurred to plan or prepare for WA-TF1 activation or deployment, or for WA-TF1 and supporting resources activated or deployed, inconsistent with such authorization.

- 2) WA-TF1 and supporting resources authorized for deployment by PCDEM under this Agreement (the “authorized resources”) are only those listed on mutually executed amendments in the form of “Attachment A” that reference this Agreement by number and include the authorized charge code, PCDEM/WA-TF1 mission number and disaster name, appropriate and pertinent information regarding the type of event, location, magnitude, weather conditions, current situation, predesignated point of departure (POD), date and time of activation, and authorization of funding (if available) for administrative expenses PCDEM may incur to begin planning and to bring together those personnel who are necessary to prepare for WA-TF1 activation and deployment.
- 3) Upon receiving an alert from EMD, PCDEM will contact the WA-TF1 participating entities regarding availability for response to the emergency or disaster using currently applicable National US&R System procedures established by FEMA, and respond to EMD regarding WA-TF1 resource availability for response.
- 4) If PCDEM determines that all or part of WA-TF1 is available for response, EMD and PCDEM will consult to determine whether any of the available WA-TF1 components are appropriate for response to the existing emergency or disaster, based upon then currently available information, and identify an appropriate predesignated POD for available WA-TF1 components EMD determines are appropriate for response.
- 5) If EMD determines that WA-TF1 components are available and appropriate for response to the existing emergency or disaster based on consultation with PCDEM, EMD and PCDEM will execute an Activation Order amendment to this Agreement in the form of Attachment A.
- 6) PCDEM will field all necessary WA-TF1 personnel, equipment and supplies, and, if necessary, a County Liaison Team to the POD within 6 hours of receiving the fully executed Activation Order. Upon arrival at the POD, EMD will provide responding WA-TF1 components with a situational briefing, maps, direction for deployment to the disaster area, and other situational information that is available. EMD will also provide a WA-TF1 liaison to the POD who will travel with WA-TF1 to the disaster area
- 7) Upon arrival at the predesignated disaster area location, WA-TF1 will report to the local incident commander or representative, begin operations under the Incident Command System structure, and identify an appropriate base of operations consistent with then current criteria established for the National US&R Response System.
- 8) While activated, WA-TF1 will submit daily situation reports to EMD through the liaison outlining activities for the past 24 hours and planned activities for the next 24-hour period. Reports should include, but not be limited to, the number of victims rescued and the status of WA-TF1 personnel, equipment and supplies.

### **C. Demobilization**

- 1) Responding WA-TF1 components will be demobilized by EMD upon determination by the EMD Director and PC DEM Director that one of the following has occurred:
  - a. WA-TF1 has completed its assignment;
  - b. Incident conditions have changed and WA-TF1 or any specific component is no longer needed; or
  - c. WA-TF1 or any specific components have been deemed unable to continue operations.
- 2) EMD will issue demobilization orders to PCDEM. Demobilization orders should address the official stand-down time, components being demobilized, reason for demobilization, transportation requirements, basic personnel rehabilitation IAW FEMA Program Directive 2005-020 Post Mission Demobilization Allowance Standards and Reimbursement Guidance (incorporated as Attachment B), and departure itinerary.
- 3) WA-TF1 will be demobilized to the point of origin consistent with demobilization under the National US&R Response System.
- 4) PCDEM will have WA-TF1 submit an After Action Report summarizing the activities of the mission and lessons learned to EMD within 90 days after all Task Force components have been demobilized.

#### **4. Administration, Financial Management and Reimbursement**

##### **A. Administration and Organization**

PCDEM is responsible for recruiting, organizing and training WA-TF1, and establishing participant agreements with participating entities that authorize PCDEM to commit the participating entity and its employees to in-state activation and deployment under this Agreement, in a manner consistent with PCDEM's sponsoring agency agreements with FEMA and all applicable FEMA policies, directives, procedures, rules and requirements for federal Task Force recruitment, organization, training, activation and deployment, which are hereby incorporated in and made a part of this Agreement.

##### **B. Financial Management**

When WA-TF1 is activated, deployed and demobilized by EMD pursuant to this Agreement, and to the extent consistent with state laws, rules, regulations and this Agreement, PCDEM will monitor, track and account for all costs associated with WA-TF1 activation, deployment and demobilization consistent with and subject to the same policies, directives, procedures, rules and requirements as at that time are applicable to FEMA for federal activation, deployment and demobilization of WA-TF1 under 44CFR part 208, and are hereby incorporated in and made a part of this Agreement. To the extent state laws, rules, regulations and this Agreement are more restrictive than federal

policies, directives, procedures, rules and requirements, the provisions of state law, rule, regulation and this Agreement shall be observed.

### **C. Reimbursement**

When WA-TF1 is activated, deployed and demobilized by EMD pursuant to this Agreement, and to the extent consistent with state laws, rules, regulations and this Agreement, EMD will provide reimbursement to PCDEM consistent with and subject to the same policies, directives, procedures, rules and requirements as at that time are applicable to FEMA for federal activation, deployment and demobilization of WA-TF1, and are hereby incorporated in and made a part of this Agreement. To the extent state laws, rules, regulations and this Agreement are more restrictive than federal policies, directives, procedures, rules and requirements, the provisions of state law, rule, regulation and this Agreement shall be observed (see Attachment A), except for the following eligibility and documentation requirements that shall be applied by EMD to requests for reimbursement under this Agreement.

All members of WA-TF1 who are activated and deployed under this agreement are considered to be performing within the scope of their regular employment with their particular employer and are authorized to be compensated according to local pay policies and collective bargaining agreements (as per participating entity agreement).

Documented, reasonable direct administrative costs associated with pre-deployment and post-deployment functions or other costs incurred by supporting agencies of WA-TF1 are eligible. The intent is to provide reimbursement for actual costs incurred during the response.

The following costs are not eligible for reimbursement:

- 1) The purchasing of any items in advance as replacements. While damaged, destroyed, totaled, contaminated, or otherwise unusable items performing service under this agreement (uniform, turn out gear, equipment, etc.) should be considered eligible for replacement, acquisition of items prior to the deployment is not eligible.
- 2) Costs for alcohol, tobacco, toiletries, or similar items are not eligible for reimbursement.
- 3) ANY AND ALL costs incurred by any WA-TF1 component or other entity that self-deployed inconsistent with authorization granted under this Agreement shall be ineligible for reimbursement.

Requests for reimbursement must be supported by the following documentation to be eligible:

- 1) Timesheets or other time monitoring records that are signed by an authorized individual.
- 2) Timesheets for backfill employees.

- 3) Task Force activities recorded in accordance with the daily Incident Action Plan (IAP) and/or other record of work activity.
- 4) Payroll source documentation.
- 5) Travel expense reports and vouchers.
- 6) Receipts or invoices for purchased goods.
- 7) Other documents that substantiate an authorized incurred cost(s) for which reimbursement is sought.

## **5. Conditions, Amendments and Termination**

### **A. Advance Payments Prohibited**

EMD shall make no payments in advance or in anticipation of goods or services being provided under this Agreement.

### **B. Payment Subject to Appropriation**

All payments by EMD under this Agreement are subject to availability of appropriated funds pursuant to Washington Constitution Article VIII, section 4, RCW 43.88.130, and RCW 43.88.290.

### **C. Alterations and Amendments**

This Agreement and any of its Attachments may only be amended or altered by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. All other terms and conditions of this Agreement shall remain in full force and effect and binding upon the parties.

### **D. Effective Date and Termination**

This Agreement is effective as of the dates shown below and will remain in effect until terminated in writing by either party. The party desiring to terminate the Agreement will provide the other party sixty (60) days prior written notice of its intent to terminate. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### **E. All Writings Contained Herein**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement on the day and year last specified below.

BY: \_\_\_\_\_  
Richard A. Woodruff, Contracts Officer  
Washington State Military Department

BY: \_\_\_\_\_  
Pierce County

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**URBAN SEARCH & RESCUE SECTION  
MEMORANDUM**



**FEMA**

**FOR:** National Urban Search & Rescue Response System  
Task Force Leaders / Program Managers

**FROM:** Mike Tamillow  
US&R Section Chief

**DATE:** 12 July 2005

**RE:** US&R Program Directive - 2005-020 — Post-Mission Demobilization Allowance Standards and Reimbursement Guidance

**ISSUE STATEMENT**

- This Directive is to clarify and provide general guidance in relation to Urban Search and Rescue (US&R) Task Force and Incident Support Team (IST) demobilization allowances and reimbursement claim preparation for the demobilization and post-mission phases of activation.
- The assigned IST(s) will provide recommendations to the US&R Program Office regarding modifications to these demobilization allowance standards on a case-by-case basis.
- Demobilization Orders for all US&R assets will be generated by US&R Program staff in the NRCC considering the recommendations of the assigned ESF-9 Assistant(s) on the IST(s).

**General Demobilization Allowances**

- Cache rehabilitation staff time:
  - Type I operations = 400 hrs
  - Type III (light task force) operations = 240 hours
    - Not based on the type of TF they are activated as
    - Example: 240 hours for XX-TF1 activated as a Type I TF for Hurricane Wanda
- Basic personnel rehabilitation time (once they reach their home base):
  - Type I operations = 72 hours
    - i.e., OKC, Pentagon, WTC week-long periods of sustained operations
  - Type III operations = 12 to 48 hours - dependent upon the type/severity of operations (IST recommendation to be made to the NRCC/US&R Program Office) Examples:
    - 12 hours if demobilized while en route to an assigned location prior to arrival
    - 24 hours for arrival at the assigned location and subsequently staged only
    - 48 hours for moderate to heavy operations

**REQUIRED ACTIONS**

- Task forces are directed to use the following information as guidance for developing their reimbursement submission to the US&R Program Office. Reimbursement submissions are due no later than 90 after demobilization and return to home base.

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- **Activation Personnel Costs:**
  - **Task Force Members:** These personnel become eligible for reimbursement upon reporting to the task force Point of Assembly (POA), but no earlier than the activation time stated in the Activation Order.
  - **IST Members:** These personnel become eligible for reimbursement three hours prior to their scheduled flight departure time if traveling by air, or upon beginning travel if traveling by ground.
  
- **Personnel Rehabilitation Period (PRP):**
  - **Task Force Members:** For this, and future deployments, the timeframe for beginning and ending of the PRP will be determined by the time personnel are released from the POA.
    - If personnel are released from the POA at a time which is prior to the point that is 50% of the Sponsoring Agency's (SA) normal shift schedule, then the PRP will begin on the day of release, at the time that is 50% of the normal shift schedule.
    - If personnel are released from the POA at a time which is equal to or after the point that is 50% of the SA's normal shift schedule, then the PRP will begin on the next day at the normal shift start time.
  - The number of PRP hours will be authorized as part of the Demobilization Order — Example: the SA's normal shift is 24 hours, 0700 to 0700. If personnel were released from the POA at 1500 hours, since this is prior to the 50% shift schedule time of 1900 hours the PRP would begin at 1900 hours. If personnel were released from the POA at 2300 hours, since this is after the 50% shift schedule time of 1900 hours, the PRP would begin the next day at 0700 hours.
  - **IST Members:** For this and future deployments, the same method as stated above applies with two modifications:
    - The PRP start time determination will be made based upon the member's arrival at their home airport, or final destination if traveling by ground.
    - The 50% rule will apply based upon the IST member's normal shift schedule if different from the SA's normal shift schedule.
  
- **Claim Preparation Explanation:**
  - **Single Disaster Deployment:**
    - If all task force or IST personnel were assigned to a single disaster, prepare one claim for all personnel.
    - Example: XX-TF1 was activated for Hurricane Wanda, assigned to operations and demobilized, and had IST personnel activated for Hurricane Wanda — prepare one Wanda claim.
  - **Multiple Disaster Deployments:**
    - If task force personnel were assigned to different disasters and never reassigned to another disaster — prepare a separate claim for each disaster that includes only those persons assigned to that disaster (i.e., an IST member deployed only to Wanda, and another IST member deployed only to Hurricane Ben would require two separate claims).

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- If task force personnel were assigned to one disaster, then reassigned to another disaster — prepare a separate claim for each disaster that includes only those persons assigned to that disaster for the days assigned to that disaster (i.e., XX-TF1 personnel were activated for Hurricane Wanda, then reassigned to Ben operations — prepare one Wanda claim and one Ben claim).

■ Claim Preparation Illustration:

Assignment(s)	Required Claim(s)	Example(s)
All task force personnel were assigned to a single disaster	Prepare one claim for all task force personnel	1. XX-TF1 was activated for Hurricane Wanda, assigned to operations and demobilized prior to Ben declaration. <hr/> 1. Prepare one Wanda claim
Task force personnel were assigned to different disasters and never reassigned to another disaster	Prepare a separate claim for each disaster that includes only those persons assigned to that disaster	1. XX-TF1 was activated for Hurricane Wanda, assigned to operations and demobilized prior to the Ben declaration. & 2. A member of XX-TF1 was activated for the Hurricane Ben IST, assigned to operations and demobilized prior to the Ivan declaration <hr/> 1. Prepare one Wanda claim & 2. Prepare one Ben claim
Task force personnel were assigned to one disaster then reassigned to another disaster	Prepare separate claims for each disaster that includes only those persons assigned to that disaster and for the days assigned to that disaster.	1. XX-TF1 personnel were activated for Hurricane Ben, then reassigned to Wanda operations <hr/> 1. Prepare one Ben claim & 2. Prepare one Wanda claim

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- Personnel cell phone bills: If IST personnel are required to utilize their personal cell phones to conduct official IST business (due to communication problems while assigned to an incident), these calls are reimbursable. These charges should be reimbursed to the IST member by their task force. The task force should then include these charges with its reimbursement claim for the related disaster. An itemized cell phone invoice must be included, with the IST related calls highlighted and totaled. Only calls for official business are to be claimed. There should be no claim for personal calls.
- As stated in the Demobilization Order, all claims are required to be prepared in the Reimbursement Program version 1.5, April 2002. Any claim not prepared in version 1.5 will be returned for resubmission in the correct version.
- Supporting Documentation Required:
  - Since the September 11, 2001 reimbursement process, comptrollers have required certain “proof of” documentation be provided with every claim submitted. This documentation verified straight and overtime-hourly rates of pay, straight and overtime benefits percentage rates, and showed proof of payment for all individuals named in the claim. Although necessary, this requirement resulted in a large amount of additional paperwork submitted and increased claim review times.
  - Working with the Office of the Inspector General’s (OIG) auditors, the Office of General Counsel (OGC), and FEMA comptrollers, the Reimbursements Claim Unit (RCU) has developed FEMA US&R RCU Form 18-1, *Deployment Rate Verification*. This form is to be used to provide verification of straight and overtime-hourly rates of pay, and straight and overtime benefits percentage rates for all individuals named in a claim.
  - The information is to be entered into Form 18-1 and then be used to construct the Individual Spreadsheets.
  - The task force should send a Form 18-1 to each Sponsoring Agency that provided personnel for a deployment.
  - Backfill personnel information should also be entered into this form.
  - The Sponsoring Agency should fill the form out and return it with documentation verifying the accuracy of the information to the task force.
  - The documentation should then be kept in the task force’s reimbursement files.
  - Signed 18-1s are to be submitted with the task force’s reimbursement claim in place of the individual documentation.
  - Proof of payment is still required to be submitted with the reimbursement claim.
- 75% Personnel Costs Payment:
  - Upon receipt of a properly prepared and documented reimbursement claim, a payment equal to 75% of the claimed personnel costs will be processed automatically.
  - No additional forms or paperwork are required of the task force.

If you have any questions do not hesitate to contact either Joe Hiponia at 202-646-3511, email [Joe.Hiponia@dhs.gov](mailto:Joe.Hiponia@dhs.gov) or Dean Scott at 202-646-4530, email [Dean.Scott@dhs.gov](mailto:Dean.Scott@dhs.gov).

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APPROVAL

Issue is approved for Program implementation:

Signed: 

\_\_\_\_\_  
Mike Tamillow / US&R Section Chief

\_\_\_\_\_  
12 July 2005  
Date

Implementation Date: \_\_\_\_\_ 12 July 2005 \_\_\_\_\_

Completion Date: \_\_\_\_\_ N/A \_\_\_\_\_

**ADDENDUM  
to the  
MEMORANDUM OF AGREEMENT**

An addendum entered into this 3 day of Spt, 1997, by and between Mercer Island Fire Dept and Pierce County, Washington, the primary sponsoring organization of Washington Task Force 1, an Urban Search and Rescue (US&R) Task Force.

**I. PURPOSE**

To replace certain enumerated provisions of the MEMORANDUM OF AGREEMENT BETWEEN PIERCE COUNTY AND PARTICIPATING ORGANIZATIONS IN THE PUGET SOUND US&R TASK FORCE, signed on 4/24/95, and to extend that agreement beyond its original date of termination.

**II. SCOPE**

- A. The provisions of this Memorandum apply only to National US&R Response System activities performed at the request of the Federal government, provided at the option of the local jurisdiction and the State, and in conjunction with, preparation for, or in anticipation of, a Presidential declaration of disaster or emergency.
- B. For the purposes of the Memorandum of Agreement, references to the Task Force, or Task Force personnel or activities, shall be deemed to refer to National Urban Search and Rescue Response System ("System") teams, personnel or activities. The System includes, but is not limited to, Task Forces, Incident Support Teams, and Field Assessment Teams. References in this addendum refer specifically to the Task Force, the System, or specific elements, personnel, or teams.

**RESPONSIBILITIES**

Add the following to Section IV

- F. 1. All signatory departments, agencies, jurisdictions and personnel belonging to the Puget Sound Urban Search and Rescue Task Force agree that while on deployment, Task Force Leaders have the authority for supervision of Task Force personnel in carrying out the assignments and mission of the Task Force. The Task Force Leaders, while on deployment, have the responsibility and authority to assure that Task Force personnel carry out and comply with all rules, regulations,

policies and procedures of FEMA and the Puget Sound Urban Search and Rescue Task Force.

2. Complaints and/or allegations concerning violations of the ethics and conduct policy by team members while on deployment may be reported to one of the Task Force Leaders. The Task Force Leaders assigned to the deployment, (normally there will be 3 Task Force Leaders on each deployment, one from each sponsoring jurisdiction) shall meet, confer on the facts and/or circumstances of the potential violation and by majority vote decide on the appropriate course of action. The appropriate course of action may range from a verbal admonishment, up to returning the individual immediately to their home jurisdiction. Consistent with the ethics policy all complaints and/or allegations concerning violations of the ethics and conduct policy by any team member shall be transmitted to the Policy Board in writing.

## FINANCIAL AGREEMENTS

Replace Section VI(E) with the following:

- E. FEMA will pay the costs of backfill for all Task Force members who respond on a Federal activation. This shall consist of expenses generated by the replacement of a Task Force member in the position which the Task Force member should have been working, meaning overtime, but not the basic salary for the replacement person. The Sponsoring Organization, or an organization with which the Sponsoring Organization has executed an interlocal agreement, may use whatever method it chooses to reclaim expenses, provided the basic salary of the replacement worker is not included in the request for reimbursement. This provision applies only to Task Force members who respond as part of the activated Task Force for service on the Task Force, and does not include System members responding as part of, or to serve on, an Incident Support Team or Field Assessment Team.

Add as Section VI(O):

- O. Emergency Procurement by the Sponsoring Organization, or an organization with which the Sponsoring Organization has executed an interlocal agreement, is authorized for seventy two (72) hours following the time of activation. Expenditures beyond the amount specified in the Activation notice will not be reimbursed. All emergency procurement must be confined to purchase of approved equipment in approved quantities. Only equipment listed on the latest approved Equipment Cache List is approved for purchase, and only in the

quantities and within the cost constraints listed. FEMA reserves the right to review all such purchases and reject reimbursement for those purchases deemed by FEMA to be unreasonable in light of procurement limitations, those which exceed cost caps identified in the cache list, and those duplicative of prior procurements with Federal funds. Billing and appeals procedures are attached to this document as Appendix D.

Replace Section IX with the following:

## **IX. LIABILITY AND WORKERS' COMPENSATION**

### **A. Liability of Individual Task Force Members**

1. The signature of a representative of the sponsoring agency and of the State shall constitute the consent of such governmental organizations for the purposes of P.L. 93-288, as amended, Sec. 306(a), which states: "In carrying out the purposes of this Act, any Federal agency is authorized to accept and utilize the services or facilities of any State or local government, or of any agency, office, or employee thereof, with the consent of such government."
2. Upon Activation, each System member not activated as a Disaster Assistance Employee shall be appointed as an "Excepted Temporary Federal Volunteer," under the authority of P.L. 93-288, Sec. 306(b)(1). This appointment shall not interfere with the System members seniority or pension rights, and should not be interpreted as an interruption of their continuous service.
3. As "Excepted Temporary Federal Volunteers," System members shall be considered employees for the purposes of the Federal Tort Claims Act (FTCA), 28 U.S.C. Sec. 2671 et seq.
4. Upon Activation, among other provisions of Federal law, the Non-Liability clause as stated in P.L. 93-288, as amended, Sec. 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 an employee of the Federal government in carrying out the provisions of this Act."

### **B. Workers' Compensation, Long Term Disability, and Death**



1. At activation, as "Excepted Temporary Federal Volunteers," and when participating in FEMA-Sponsored Functional Training or FEMA sanctioned training and exercises, System members shall be eligible for coverage under the Federal Employees' Compensation Act.
2. All Federal workers' compensation claims shall be filed with the FEMA Office of Human Resources Management within the statute of limitations delineated in the Federal Employees' Compensation Act.
3. As employees of the Sponsoring Organization or an organization with which the Sponsoring Organization has executed an interlocal agreement, System members may also file a claim with the State workers' compensation board. Depending upon applicable State law, the state workers' compensation board may be responsible for payment of the claim under existing agreements, which may be offset by the Federal workers' compensation award. The Federal government will not reimburse the State, Sponsoring Organization, or an organization with which the Sponsoring Organization has executed an interlocal agreement, for any payments made by a local or State workers' compensation board.
4. The benefit levels and schedule of awards for Federal workers' compensation are those delineated in the Federal Employees' Compensation Act, as administered by the Department of Labor.
5. In the event of the death of a System member in the line of duty, the System member shall be considered a member of a Federal Rescue Squad for the purposes of the Public Safety Officers Benefits Act, 42 U.S.C. Sec. 3796 et seq.

C. Federal Employment Status

1. Coverage under the Federal Tort Claims Act and the Federal Employee Compensation Act refers to the grant of Federal employment status to System members engaged in activities pursuant to this agreement. Federal employment status shall begin and end in accordance with the common law Rule of Going and Coming.
2. The interpretation of scope of employment is necessarily subject to the law of the state where the injury, act, or omission occurred.

D. Except for Federal activation and FEMA-Sponsored Functional Training, all other

activities, including non-FEMA sponsored drills, training and exercises shall be the responsibility of the Sponsoring Organization, an organization with which the Sponsoring Organization has executed an interlocal agreement, or the State. FEMA will not be financially or legally responsible for any costs or claims arising from activities which are the responsibility of the Sponsoring Organization, an organization with which the Sponsoring Organization has executed an interlocal agreement, or the State, including but not limited to workers' compensation and tort liability.

- E. FEMA is not responsible for the payment or reimbursement of any pension payments which may become due to the System member as a result of Federal System activities.

Replace Section VIII with the following:

### **VIII. CONDITIONS, AMENDMENTS, AND TERMINATION**

- A. FEMA, the State, the Sponsoring Organization, or an organization with which the Sponsoring Organization has executed an interlocal agreement, will not discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, or national origin in fulfilling any and all obligations under this agreement.
- B. 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.
- C. Any provision of the Memorandum of Agreement or this addendum later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable, and superseded by that law or regulation. Any provision found inoperable is severable from the remainder of the Memorandum of Agreement, and the remainder of the Memorandum of Agreement shall remain in full force.
- D. The Memorandum of Agreement may be terminated by any party upon 30 days written notice. FEMA reserves the right to terminate this Memorandum of Agreement, and remove from the System any Task Force which does not perform

to the standards outlined for a Task Force as established and evaluated by FEMA Headquarters or its designees. This includes, but is not limited to, failing to abide by: (1) any provision of this Memorandum of Agreement; (2) any applicable Federal law or regulation; (3) any relevant System operational or procedural guidance; and (4) any code of conduct promulgated by FEMA, including the provisions of 44 C.F.R. Sec. 15.1.

E. The Memorandum of Agreement with this Addendum shall be in force until such time as a new Memorandum of Agreement is submitted for signature by FEMA to the primary sponsoring organization.

**IX. SIGNATURES**

*[Signature]* 5/20  
Authorizing Official Pierce County Date

Approved as to Form:

*[Signature]* 5/27/97  
Deputy Prosecuting Attorney Date

Recommended by:

*[Signature]* 5/29/97  
Director of Pierce County Date  
Department of Emergency Management

*[Signature]* 6/19/97  
Authorizing Official Date  
Participating Organization


Approved as to Form:

\_\_\_\_\_  
Prosecuting Attorney/City Attorney Date  
Participating Organization

1  
2  
3 **MEMORANDUM OF AGREEMENT RENEWAL**

4 The Memorandum of Agreement between Pierce County, Washington, the sponsor of the Puget  
5 Sound Urban Search and Rescue Task Force and the **Mercer Island Fire Department**, entered  
6 into on January 17, 1994, for the purpose of delineating the responsibilities and procedures for  
7 Urban Search and Rescue (US&R) activities under the authority of "The Robert T. Stafford  
8 Disaster Relief and Emergency Act", Public Law 93-288, as amended, 42 U.S.C. S5121, et seq.,  
9 is hereby renewed under the same terms and conditions outlined in said Memorandum of  
10 Agreement until December 31, 1996.

11 **SIGNATURES**

12  
13  4/24  
14 \_\_\_\_\_ Date

15  
16 Approved as to Form:

17   
18 \_\_\_\_\_ 4/13/95  
19 Deputy Prosecuting Attorney Date

20  
21 Recommended by:

22   
23 \_\_\_\_\_ April 13, 1995  
24 Director of Pierce County Date  
25 Department of Emergency Management

26  
27   
28 \_\_\_\_\_ April 17, 1995  
29 Authorizing Official Date  
30 Participating Organization  
31 **MERCER ISLAND**

32  
33 Approved as to Form:

34  
35 \_\_\_\_\_  
36 Prosecuting Attorney/City Attorney Date  
37 Participating Organization  
38  
39  
40

1 MEMORANDUM OF AGREEMENT BETWEEN PIERCE COUNTY AND  
2 PARTICIPATING ORGANIZATIONS IN THE PUGET SOUND US&R TASK FORCE

3  
4 An agreement entered into this 17<sup>th</sup> day of JANUARY, 1994, by and between  
5 the County of Pierce, hereinafter called the County, the sponsoring jurisdiction for the Puget  
6 Sound Urban Search and Rescue Task Force, and Mercer Island FPD,  
7 hereinafter called the Participating Organization.

8  
9 I. PURPOSE

10  
11 This Memorandum of Agreement is to delineate responsibilities and procedures for  
12 Urban Search and Rescue (US&R) activities under the authority of "The Robert T.  
13 Stafford Disaster Relief and Emergency Act," Public Law 93-288, as amended, 42  
14 U.S.C. §5121, et seq., and relevant State authorities, or when otherwise properly  
15 directed. This "Memorandum of Agreement" contains all the relevant text of a similar  
16 MOA entered into between Pierce County, the State of Washington, and FEMA. It is  
17 included herein so that the Participating Organization is aware of the obligations each  
18 party has to each other that may impact the Participating Organization.

19  
20 II. SCOPE

21  
22 The provisions of this Memorandum apply only to US&R Task Force activities  
23 performed at the request of the Federal government, provided at the option of Pierce  
24 County, Participating Organizations, and the State, in conjunction with, or in  
25 preparation of, a Presidential declaration of disaster or emergency and upon activation  
26 as outlined below in sub-element V.A. Details concerning specific working  
27 relationships involving the Participating Organization on various projects may be  
28 appended to this document as they are developed.

29  
30 III. DEFINITIONS

- 31  
32 A. Activation: the formal request by FEMA to a sponsoring jurisdiction, via  
33 procedures outlined in sub-element V. PROCEDURES, to mobilize their Task  
34 Force and respond. The response standard is for the Task Force to arrive with  
35 all equipment and personnel at a pre-designated deployment site within six  
36 hours of the activation notice. For the purposes of this agreement, the primary  
37 deployment site is McChord Air Force Base. Activities related to a activation  
38 are reimbursable.
- 39  
40 B. Advisory: issues information about an impending event or an event which has  
41 occurred. An Advisory is issued when no Federal involvement is expected, but  
42 informs the recipient of what the Federal government is doing to prepare for an  
43 event.  
44

Participating Organization MOA--Puget Sound USAR Task Force

- 1 C. Alert: the process of informing Task Forces that an event may occur or has  
2 occurred and that Task Forces may be activated at some point within a 12-hour  
3 time frame. Upon receiving an Alert, the recipient may need to engage in  
4 administrative preparations which will be chargeable against the disaster. Task  
5 Forces are not authorized to initiate emergency procurement of equipment  
6 during this level of notification.  
7
- 8 D. Associate Director: the Associate Director for State and Local Programs and  
9 Support Directorate, FEMA.  
10
- 11 E. Department of Defense (DOD): the Department of Defense, to include military  
12 and civilian components. DOD is the primary agent for coordinating US&R  
13 efforts under Emergency Support Function #9, US&R, under the Federal  
14 Response Plan.  
15
- 16 F. Director: the Director of the Federal Emergency Management Agency.  
17
- 18 G. Disaster Medical Assistance Team (DMAT): a functional unit activated under  
19 the National Disaster Medical System (NDMS) which provides austere medical  
20 care in a disaster area or medical services at transfer points and reception sites  
21 associated with patient evacuation. This program is managed by the Public  
22 Health Service (PHS).  
23
- 24 H. Emergency Information and Coordination Center (EICC): a control center  
25 located within FEMA headquarters in Washington, D.C., to provide interagency  
26 coordination of assistance to emergency or disaster areas.  
27
- 28 I. Emergency Support Function (ESF): Annexes to the Federal Response Plan,  
29 numbered 1 through 12, that define functional areas of responsibility, describe  
30 organizational structures, and provides specific information to federal agencies  
31 and departments to facilitate a coordinated Federal delivery of disaster response  
32 assistance to supplement State and local emergency response efforts.  
33
- 34 J. Excepted Volunteer Service: the federal employment status of task force  
35 members when they are activated by FEMA, so they can be treated solely as  
36 federal employees for the tort liability purposes of the Federal Tort Claims Act.  
37
- 38 K. Federal Response Plan: the plan (for Public Law 93-288, as amended),  
39 establishing the basis for the provision of Federal assistance to a State and its  
40 affected local governments impacted by a catastrophic or significant disaster or  
41 emergency which results in a requirement for Federal response assistance. The

Participating Organization MOA--Puget Sound USAR Task Force

1 Plan outlines the planning assumptions, policies, concept of operations,  
2 organizational structures and specific assignments of responsibility to the 27  
3 Federal agencies and departments, grouped into Emergency Support Functions  
4 (ESF), that will provide coordinated response assistance to supplement State  
5 and local response efforts.  
6

7 L. FEMA: the Federal Emergency Management Agency.  
8

9 M. Hard Match: FEMA's process of matching a sponsoring jurisdiction's cash  
10 expenditure with a cash reimbursement at a predetermined ratio.  
11

12 N. Incident Commander: the individual(s) responsible for the over-all  
13 orchestration and coordination of an emergency incident.  
14

15 O. National Disaster Medical System (NDMS): a cooperative effort of the  
16 Department of Health and Human Services (HHS), Department of Defense  
17 (DOD), Department of Veterans Affairs (VA), FEMA, and State and local  
18 governments and the private sector designed to care for a large number of  
19 casualties resulting from either a domestic disaster or an overseas war. The  
20 Public Health Service (PHS) heads the program.  
21

22 P. National Emergency Coordinating Center (NECC): a primary notification  
23 center managed around the clock by FEMA located in Berryville, Va.  
24

25 Q. Participating Organization: a public entity which has entered into an agreement  
26 with the County to provide support (personnel, equipment, services or funding)  
27 for the establishment of the Puget Sound Urban Search and Rescue Task Force.  
28

29 R. Soft Match: FEMA's process of matching any type of expenditure by a  
30 sponsoring jurisdiction with a cash reimbursement at a predetermined ratio.  
31

32 S. Special DMAT Team: the medical component of a US&R Task Force which  
33 provides medical care to the team members, team canines, victims located by  
34 the team, and the local disaster area medical system in that order. Although  
35 following guidelines similar to the NDMS, the Task Force special DMAT team  
36 is activated only when the Task Force is activated.  
37

38 T. Sponsoring Jurisdiction: a public entity providing official sanction to a US&R  
39 Task Force. For the purposes of this agreement, the sponsoring organization is  
40 Pierce County, Washington.  
41

## Participating Organization MOA--Puget Sound USAR Task Force

- 1 U. State: the State of Washington. The Department of Community Development,  
2 Division of Emergency Management is the administering agency for the US&R  
3 Task Force for the State.  
4
- 5 V. Task Force: an integrated collection of personnel and equipment meeting  
6 standardized capability criteria for addressing the special needs of US&R.  
7
- 8 W. Task Force Leader: the individual(s) responsible for management and tactical  
9 direction of the team, including, but not limited to training, administration,  
10 equipment maintenance, accountability, and mobilization.  
11
- 12 X. Urban Search and Rescue (US&R): specialized tactics and operations suited to  
13 the unique lifesaving problems presented in structural collapse situations.  
14

### IV. RESPONSIBILITIES

#### A. FEMA agrees to:

- 15  
16  
17  
18
- 19 1. provide coordination, when appropriate, among the County, the State,  
20 the state and local jurisdiction(s) receiving assistance, and other relevant  
21 governmental and private parties;  
22
  - 23 2. provide limited funding and technical support for equipment and  
24 training specifically aimed at preparing the Task Force to be a fully  
25 implementable Task Force, as prescribed in the FEMA Urban Search  
26 and Rescue Response System Manual;  
27
  - 28 3. provide assistance to the Task Force in obtaining supplies and  
29 equipment from Federal and donor sources for training and use in  
30 disaster situations;  
31
  - 32 4. register Task Force members in the status of "Excepted Volunteer  
33 Service" under the Robert T. Stafford Disaster Relief and Emergency  
34 Assistance Act, Public Law 93-288, as amended, to treat them solely as  
35 federal employees for the tort liability purposes of the Federal Tort  
36 Claims Act;  
37
  - 38 5. provide full reimbursement for all costs incurred by the County and the  
39 Participating Organizations as outlined in the sub-element VI.  
40 FINANCIAL AGREEMENTS;  
41



Participating Organization MOA--Puget Sound USAR Task Force

- 1                   6.     provide reimbursement for out-of-pocket expenses for task force  
2                   members deployed to a disaster site as outlined in sub-element VI.  
3                   FINANCIAL AGREEMENTS; and,  
4  
5                   7.     provide document control at the Regional office ensuring all reports are  
6                   directed to FEMA Headquarters, Federal Response Division, Attn:  
7                   US&R.  
8

9                   **B.     The State agrees to:**

- 10                   1.     maintain a 24-hour alert capability for activating the Task Force,  
11                   including a point-of-contact or duty officer available at all times;  
12  
13                   2.     implement the appropriate alert and activation procedure of the Task  
14                   Force if requested to do so by FEMA;  
15  
16                   3.     issue a Mission Number upon the activation of the Task Force to  
17                   provide protection for emergency workers while they are supporting  
18                   Task Force mobilization within the State of Washington; and,  
19  
20                   4.     provide document control at the State Division of Emergency  
21                   Management, to ensure that all reports are directed to the appropriate  
22                   FEMA regional point of contact.  
23  
24

25                   **C.     The County agrees to:**

- 26                   1.     provide an administrating agency, which will be the Pierce County  
27                   Department of Emergency Management, which will carry out the herein  
28                   agreed upon responsibilities of the County;  
29  
30                   2.     recruit and organize the Task Force, in cooperation with the other  
31                   Participating Organizations involved with the Task Force, making every  
32                   reasonable effort to fill Task Force positions in accordance with the  
33                   guidelines prescribed in the FEMA Urban Search and Rescue Response  
34                   System Manual;  
35  
36                   3.     execute separate Memoranda of Agreement (MOAs) with Participating  
37                   Organizations which obligate them to the terms of this agreement and  
38                   the specific responsibilities of a Participating Organization, including  
39                   but not limited to the accountability of the equipment said Participating  
40                   Organizations purchase with matching funds; and, obligate the parties to  
41

Participating Organization MOA--Puget Sound USAR Task Force

1 this MOA to all of the specific terms and conditions outlined in this  
2 MOA.

- 3
- 4 4. execute a separate Memorandum of Understanding (MOU) with PHS,  
5 attached as Attachment A, and register all medical personnel on the  
6 Task Force through PHS as a specialized DMAT;  
7
- 8 5. provide training, with limited support and guidance from FEMA, with  
9 the objective of assisting Task Force members in upgrading, developing  
10 and renewing skills, as needed, to maintain qualifications for Task Force  
11 positions according to the criteria and guidelines described in FEMA's  
12 US&R Task Force Description Manual;  
13
- 14 6. develop, practice and implement an internal call-out system for Task  
15 Force members;  
16
- 17 7. manage administrative, financial, and personnel issues as they relate to  
18 the Task Force, including the filing of all original paperwork, with  
19 copies being distributed as outlined in VIII. REPORTING  
20 REQUIREMENTS;  
21
- 22 8. provide other reporting as delineated in VIII. REPORTING  
23 REQUIREMENTS;  
24
- 25 9. develop, maintain, and be responsible for US&R-specific equipment  
26 purchased with matching funding from FEMA and Pierce County;  
27
- 28 10. coordinate personnel and equipment for US&R exercises, as agreed  
29 upon with FEMA and the State, subject to the availability of such Task  
30 Force personnel and equipment based upon State and local requirements  
31 and priorities at the time such personnel and equipment are needed.  
32 Use of equipment purchased with FEMA matching funds is limited to  
33 FEMA sanctioned response activities, appropriate responses as  
34 determined by the County and the Participating Organizations, and  
35 mutually agreed upon training.  
36

37 **D. The Participating Organization agrees to:**

- 38
- 39 1. participate in the development of the Task Force by providing one or  
40 more of the following:  
41
  - 42 a. Representation on the Task Force;

Participating Organization MOA--Puget Sound USAR Task Force

- 1                                    b.     Representation on one or more Task Force committees;
- 2                                    c.     Participation in Task Force training; or,
- 3                                    d.     Facilities for Task Force committee meetings;
- 4
- 5                                    2.     provide funds, if appropriate, to be matched by FEMA for the purchase
- 6                                         of US&R related equipment needed by the Task Force for the
- 7                                         development of a standing US&R Equipment Cache as described in
- 8                                         FEMA's Urban Search and Rescue Response System Manual, and
- 9                                         develop, maintain, and provide accountability for any such equipment
- 10                                        purchased;
- 11
- 12                                    3.     donate, if appropriate, US&R-related equipment and/or supplies, as
- 13                                         described in FEMA's Urban Search and Rescue Response System
- 14                                         Manual, for the development of a standing US&R Equipment Cache or
- 15                                         for donation to the Task Force at time of deployment;
- 16
- 17                                    4.     make every reasonable effort to provide any US&R-related equipment
- 18                                         and/or supplies, as described in FEMA's Urban Search and Rescue
- 19                                         Response System Manual and in the possession of the Participating
- 20                                         Organization, for mobilization and response within six hours after a
- 21                                         FEMA and/or State activation, and such equipment and supplies shall be
- 22                                         listed and identified on forms provided by the County;
- 23
- 24                                    5.     recruit members for filling Task Force positions according to the criteria
- 25                                         and guidelines described in the FEMA Urban Search and Rescue
- 26                                         Response System Manual, and provide and update the names and
- 27                                         background information of participating members on forms provided by
- 28                                         the County;
- 29
- 30                                    6.     provide the agreed upon personnel and equipment for US&R related
- 31                                         training exercises, subject to the availability of such Task Force
- 32                                         personnel and equipment which will be based upon local requirements
- 33                                         and priorities at the time such personnel and equipment are needed, for
- 34                                         training for developing, upgrading, or renewing skills as needed to
- 35                                         maintain qualifications for particular positions on the Task Force
- 36                                         according to the criteria and guidelines described in the FEMA Urban
- 37                                         Search and Rescue Response System Manual;
- 38
- 39                                    7.     participate in the development of an internal Task Force personnel call-
- 40                                         out and equipment mobilization procedure, to be developed with the
- 41                                         County, with the objective of having personnel and equipment arrive at
- 42                                         McChord AFB within six hours from the time of official activation;

Participating Organization MOA--Puget Sound USAR Task Force

- 1 8. maintain 24-hour Task Force member alert capabilities, and provide to  
2 the County a 24-hour emergency phone number or point of contact  
3 available at all times, consistent with mutually agreed to Task Force  
4 call-out procedures, for activating team members; and,  
5
- 6 9. provide administrative, financial and personnel management as they  
7 relate to the Participating Organization's Task Force personnel and  
8 equipment, including the documentation of all costs incurred by the  
9 Participating Organization's member(s) relating to activation of the Task  
10 Force, and file all original paperwork with the Participating  
11 Organization and copies, as outlined in sub-section VII. REPORTING  
12 REQUIREMENTS, with to the County.  
13

14 **E. DOD, a supporting agent for coordinating US&R efforts, has the following**  
15 **responsibilities under Emergency Support Function #9 (US&R) under the**  
16 **Federal Response Plan:**  
17

- 18 1. provide transportation of US&R Task Forces to and from the point of  
19 departure, mobilization and disaster sites;  
20
- 21 2. provide logistical, maintenance, and other support to deployed US&R  
22 Task Forces; and,  
23
- 24 3. while a Task Force is deployed, coordinate the replacement and/or  
25 rehabilitation of expended, damaged, lost, or destroyed US&R Task  
26 Force equipment and supplies used in the course of operations.  
27

28  
29 **V. PROCEDURES**  
30

31 **A. Alert and Activation**  
32

- 33 1. Upon request from any State government for Federal disaster assistance,  
34 or the determination by FEMA that pre-positioning US&R Task Forces  
35 is prudent, FEMA shall request the activation of US&R Task Forces  
36 necessary to respond to the emergency or disaster situation. Alert  
37 notifications may be initiated independently by FEMA.  
38
- 39 2. Alert and/or Activation notices shall be communicated by the EICC or  
40 NECC, through the State of Washington Division of Emergency  
41 Management Duty Officer to the Task Force through mutually agreed to  
42 notification procedures.

Participating Organization MOA--Puget Sound USAR Task Force

1           **B.     Mobilization, Deployment, and Re-deployment**  
2

- 3           1.     Members of the Task Force shall be notified in accordance with Task  
4           Force notification procedures.  
5  
6           2.     Members of the Task Force shall mobilize and move personnel and  
7           equipment to McChord Air Force Base, making every effort to have  
8           personnel and equipment at McChord AFB within the 6 hour  
9           mobilization standard.  
10  
11          3.     Upon arrival at the mobilization area, DOD shall provide an on-ground  
12          briefing, maps, food and housing (as necessary), and other items  
13          essential to the immediate deployment and operations of the Task Force.  
14          DOD will supply a liaison and a radio operator to each Task Force  
15          deployed to a disaster site.  
16  
17          4.     DOD shall provide transportation between the mobilization area and the  
18          disaster site.  
19  
20          5.     Upon completion of the US&R mission, the Task Force shall be  
21          redeployed to McChord Air Force Base or other airfield near the point  
22          of origin by DOD airlift.  
23

24           **C.     Management**  
25

- 26          1.     Under Emergency Support Function (ESF) #9 - Urban Search and  
27          Rescue, of the Federal Response Plan, DOD has overall management  
28          responsibilities of US&R Task Forces from their activation to their  
29          arrival at a declared disaster area, and from deactivation until their  
30          return to their original point-of-departure.  
31  
32          2.     Tactical employment of US&R Task Forces will be passed from DOD  
33          to the local or on-site Incident Commander within the disaster area.  
34

35           **VI.    FINANCIAL AGREEMENTS**  
36

- 37          A.     For the development of the Task Force, a cash grant of \$100,000, (awarded to  
38          the Task Force from FY 1991 funds and administered through the State's  
39          Comprehensive Cooperative Agreement [CCA]), was made for Task Force  
40          equipment purchases to be matched on a 50/50 hard match basis. A cash grant  
41          of \$10,000, awarded by FEMA from FY 1990 funds was made for Task Force  
42          training to be matched on a 75% (Federal)/25% (Local) soft-match basis. A

Participating Organization MOA--Puget Sound USAR Task Force

1 cash grant of \$15,000, awarded by FEMA from FY 1992 funds was for Task  
2 Force training and equipment to be matched on a 75% (Federal)/25% (Local)  
3 soft-match basis. Future funding for training and equipment may be allocated  
4 as determined by FEMA.  
5

6 B. Upon activation, Task Force members will be registered as "Excepted  
7 Volunteer Service" employees with FEMA. Task Force members remain  
8 employed by the County or their respective Participating Organization for  
9 salary and assessments of other benefits as provided in Attachment B. FEMA  
10 will reimburse the County and the Participating Organizations the normal and  
11 usual rates of pay and back-fill costs accrued as a result of the activation of the  
12 Task Force by FEMA.  
13

14 C. From the time of activation by FEMA until the Task Force is returned to its  
15 point of embarkation and fully demobilized, the County and the Participating  
16 Organizations shall be fully compensated by FEMA for the response of Task  
17 Force personnel in accordance with the then current employee pay schedules,  
18 union contracts, benefits, and policies set forth by the County and the  
19 Participating Organizations.  
20

21 D. For the purposes of worker's compensation and long term disability, Task  
22 Force members who perform disaster relief functions in connection with this  
23 US&R program will be considered performing within the scope of their  
24 employment with the County or respective Participating Organization, and as  
25 such, subject to the appropriate State and local worker's compensation laws.  
26 The County and the respective Participating Organizations shall be reimbursed  
27 by FEMA for the payment of these benefits and expenses incurred as a result  
28 of a FEMA sponsored training exercise or disaster response.  
29

30 E. Any reasonable expense incurred by the County and the Participating  
31 Organizations in filling a US&R Task Force Member's position while the Task  
32 Force member has been activated will be paid for by FEMA. FEMA will not  
33 pay for personnel costs above the normal and usual rate for that position. It is  
34 expressly agreed and understood by FEMA, the State, and the County that  
35 personnel costs payable by FEMA include differential overtime compensation if  
36 the organization is required to pay such compensation costs in filling positions  
37 deemed critical for public safety and well-being.  
38

39 F. Any reasonable expense incurred by the County, and the Participating  
40 Organizations, for the purpose of mobilizing the Task Force in response to a  
41 Federal activation and/or alert and demobilizing (returning the Task Force to a  
42 state of readiness with the home jurisdiction) shall be paid for by FEMA.

Participating Organization MOA--Puget Sound USAR Task Force

- 1 G. Medical team personnel shall be registered as special Disaster Medical  
2 Assistance Team members under the guidelines of the U.S. Public Health  
3 Service's (PHS) "National Disaster Medical System." (See Attachment A - PHS  
4 MOU) Compensation for medical personnel shall be in accordance with  
5 Section VI.B above.  
6
- 7 H. Task Force members shall be reimbursed for travel and per diem costs in  
8 accordance with Federal travel regulations, unless otherwise authorized.  
9
- 10 I. Task Force members shall be reimbursed for reasonable personal costs of  
11 operations and maintenance incurred in conjunction with Task Force  
12 mobilization and disaster operations.  
13
- 14 J. Rehabilitation or replacement costs of non-expendable equipment will be  
15 reimbursed if the piece of equipment was used at a disaster site or on disaster  
16 exercises, as authorized by FEMA. While FEMA will consider on a case-by-  
17 case basis the replacement of lost or stolen equipment, where the equipment  
18 was not lost or stolen as a result of negligence on the part of the Task Force or  
19 its personnel, FEMA will replace that equipment.  
20
- 21 K. No Task Force or any Task Force member shall be reimbursed by FEMA for  
22 costs incurred by activations outside the scope of this agreement.  
23
- 24 L. The County shall act as the central agent for the submission of all  
25 reimbursement claims to FEMA through the State, and the disbursement of all  
26 compensations from FEMA regarding FEMA-sanctioned US&R Task Force  
27 Activities.  
28
- 29 M. All equipment purchased under this agreement with matching funds will revert  
30 to the Task Force member organization which shared in the matching costs for  
31 that equipment at the time that this agreement is dissolved. Equipment  
32 purchased upon mobilization through the authority of the Robert T. Stafford  
33 Disaster Relief and Emergency Assistance Act (P.L. 93-288), as amended, is  
34 the property of the Federal Emergency Management Agency, and as such, must  
35 be included in the Task Force's stand alone equipment cache and cannot be  
36 used for day to day operations.  
37
- 38 N. All financial commitments herein are made subject to the availability of funds  
39 and the further mutual agreement of the signatory parties.  
40

1 VII. REPORTING REQUIREMENTS  
2

- 3 A. The County will submit quarterly financial and activity reports in accordance  
4 with the Comprehensive Cooperative Agreement with the State of Washington,  
5 Article VI., Reports.  
6
- 7 B. The County will submit to FEMA, SL-CD-PR-OP, Attn: US&R, in writing, all  
8 personnel changes as they relate to the composition of the Task Force,  
9 including information on personnel training and qualifications upgrades. As  
10 new members are admitted to positions on the Task Force, the relevant portions  
11 of the qualifications list will also be submitted. Information copies will be sent  
12 to the State and to FEMA Region X.  
13
- 14 C. The County will submit a copy of the PHS MOA, when it is completed and  
15 signed, to FEMA, SL-CD-PR-OP, Attn: US&R. Information copies will be  
16 sent to the State and to FEMA Region X.  
17
- 18 D. Verification of the Task Force member credentials, as they relate to the criteria  
19 outlined in FEMA's US&R Task Force Description Manual, will be submitted  
20 by the County to FEMA on an annual basis or at other times as requested by  
21 FEMA. Information copies will be sent to the State and to FEMA Region X.  
22
- 23 E. After an activation and subsequent demobilization by FEMA after the  
24 emergency is over, the County will collect all documentation related to County  
25 and Participating Organization costs associated with the activation, including  
26 but not limited to personnel costs, administrative costs, equipment repair and  
27 replacement, back-fill costs, overtime, and other compensation, and file a  
28 master billing to FEMA for reimbursement. Information copies will be sent to  
29 the State and to FEMA Region X.  
30
- 31 F. FEMA shall send Task Force reimbursement to the County, which will in turn  
32 distribute appropriate reimbursement to the Participating Organizations.  
33

34 VIII. CONDITIONS, AMENDMENTS AND TERMINATION  
35

- 36 A. This agreement will commence upon its signing, and will end on December 31,  
37 1994, at which time all parties may agree to renew the agreement. Renewal  
38 will be based, among other things, on an evaluation of the Puget Sound US&R  
39 Task Force's ability to conform with training and standards as outlined in  
40 FEMA's US&R Task Force Description Manual.  
41



Participating Organization MOA--Puget Sound USAR Task Force

- 1           B.     This Memorandum may be modified or amended only by written agreement  
2                   signed by all parties, and all such amendments will be attached to this  
3                   agreement. The memorandum may be terminated by any party upon 30 days  
4                   written notice.  
5  
6           C.     FEMA complies with the provisions of Executive Order 11246 of September  
7                   24, 1965, as amended; and with the rules, regulations and relevant orders of the  
8                   Secretary of Labor to the end that "(FEMA) will not discriminate against any  
9                   employee or applicant for employment on the grounds of race, color, religion,  
10                   sex or national origin" In addition, use of Federal facilities, supplies and  
11                   services will be in compliance with regulations prohibiting duplication of  
12                   benefits and guaranteeing nondiscrimination. Distribution of supplies,  
13                   processing of applications, provision of technical assistance and other relief and  
14                   assistance activities shall be accomplished in an equitable and impartial manner  
15                   without discrimination on the grounds of race, color, religion, nationality, sex  
16                   age or economic status.  
17  
18          D.     This agreement may be simultaneously executed in several counterparts, each  
19                   of which shall be deemed to be an original having identical legal effect.  
20

21    **XI.    LIABILITY**

22  
23           Once a Task Force is activated under the terms of this Memorandum of Agreement,  
24           the Non-Liability clause as stated in The Robert T. Stafford Act (PL 93-288), as  
25           amended, 42 U.S.C. S5121, et seq., Section 305, will be in effect: "The Federal  
26           Government shall not be liable for any claim based upon the exercise or performance  
27           of or the failure to exercise or perform a discretionary function or duty on the part of  
28           a Federal agency or an employee of the Federal Government in carrying out the  
29           provisions of this Act."  
30

31    **X.     ATTACHMENTS**

- 32  
33          A.     PHS/Specialized DMAT MOU  
34  
35          B.     Task Force Personnel Pay and Benefits Schedule  
36  
37

MERCER IS

XI. SIGNATURES

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William Foley for Doug Sutherland 1-17-94  
Authorizing Official Pierce County. Date

Approved as to Form:

Robert S. Deal 1-17-94  
Deputy Prosecuting Attorney Date

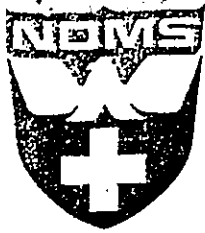
Recommended by:

William Foley 1-17-94  
Director of Pierce County Date  
Department of Emergency Management

Jan P. Deveny 1/18/94  
Authorizing Official Date  
Participating Organization

Approved as to Form:

\_\_\_\_\_  
Prosecuting Attorney/City Attorney Date  
Participating Organization



NATIONAL

Parklawn Building, Room 4-81

DISASTER

5600 Fishers Lane

MEDICAL

Rockville, Maryland

SYSTEM

20857

Tel (301) 443-1167

FAX (301) 443-5146

MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. PUBLIC HEALTH SERVICE

AND

PIERCE COUNTY

(Sponsor Name)

TACOMA, WASHINGTON

(City, State)

PURPOSE

This Memorandum of Understanding establishes procedures and policies that will guide the parties hereto in the development and use of organic medical response teams, through the National Disaster Medical System (NDMS), as part of Federal Emergency Management Agency (FEMA) designated Federal Urban Search and Rescue (US&R) Task Forces for disaster relief operations.

THE NATIONAL DISASTER MEDICAL SYSTEM

A national emergency, whether from earthquake, tidal waves, volcanic eruptions industrial accidents, terrorist attacks or a conventional military conflict, could rapidly overwhelm the health care resources of any particular area of the nation. The possibility of such a mass casualty emergency in the United States, no matter how remote, requires a coordinated response of the nation's health care system. For this reason the Federal government has established the National Disaster Medical System (NDMS) to assist in the delivery of health care for victims of incidents that exceed the medical care capability of an affected State, region, or Federal health care system.

The NDMS is a joint effort of the Department of Health and Human Services (HHS), the Department of Defense (DoD), the Federal Emergency Management Agency (FEMA), and the Department of Veterans Affairs (VA), and each manages a particular component of the System.

ATTACHED A

The NDMS is designed to provide medical aid in the form of medical response units, a medical evaluation system, and a network of hospitals that have agreed in advance to accept patients in the event of such a mass casualty emergency.

The goal of NDMS is to create a medical mutual aid system that links existing medical resources into a national network of medical care. To this end, NDMS plans to develop mutual aid alliances with public and private sector organizations throughout the Nation in an effort to coordinate the development and use of the disaster medical resources for national emergencies.

PARTIES TO THE AGREEMENT

U.S. Public Health Service

In major disasters or emergencies, the United States Public Health Service, (hereinafter referred to as the PHS), a component of HHS, has the responsibility to provide Federal medical and public health assistance. On a day-to-day basis PHS, through its agencies or Regional Offices, may provide technical advice and short-term assistance to State and local health officials upon request, regardless of the magnitude of the incident.

The PHS is the agency responsible for developing the medical response component of NDMS.

Sponsor Name

The PIERCE COUNTY, (hereinafter referred to as the Sponsor) provides emergency medical services, including disaster medical services, to PIERCE COUNTY, WASHINGTON (City, State)

The Sponsor intends to foster development of a disaster medical response capability and support the NDMS program in national emergencies utilizing the resources of the PUGET SOUND Urban Search and Rescue (Sponsor Name) Task Force.

ROLE AND RESPONSIBILITIES OF THE SPONSOR

The Sponsor agrees to:

- Recruit, organize, train, and maintain a medical team(s) that will serve as the organic medical component of an Urban Search and Rescue US&R Task Force, in accordance with current FEMA US&R Task Force guidance;

- Periodically verify that credentials of all team members who are subject to State licensure, certification, or registration requirements are current and valid. This includes physicians, nurses, emergency medical technicians, etc.;
- Mobilize the team(s) for State, regional, or local disaster service, as appropriate; and
- Release the team(s) to PHS for Federal disaster service when requested.

The team(s) will function under the day to day control and supervision of the Sponsor. In the event of the State or local emergency, the Sponsor may make the team(s) available to the State or local agency responsible for disaster urban search and rescue services, under the terms and conditions of applicable State law and of agreements it may negotiate with the appropriate State and local governments.

In the event of a major disaster or a national security emergency, and upon request from the PHS, the Sponsor agrees to release the team(s) and its members as part of the FEMA Task Force. At that time the team members will become Federal employees. It is understood that during any period of temporary Federal service the medical component of the Task Force will function under the operation control of the PHS; however, the medical component will remain as a unit within the incident command system under the overall command of the Task Force Leader. Following such Federal service the team(s) will be returned to the control and authority of the Sponsor.

#### ROLE AND RESPONSIBILITIES OF THE PUBLIC HEALTH SERVICE

The PHS agrees to:

- Provide general guidance and assistance on the development, organization, and composition of teams, as appropriate;
- Provide a personnel system to assist in the administration and management of the team(s);
- Process medical team member applications and related documentation and enroll qualified applicants in the NDMS DMAT Personnel system;
- Activate medical team members only in conjunction with FEMA activation of the US&R Task Force that the team supports (team members will be activated as Federal volunteers for purposes of training, drills, and exercises).

When a team has been released from Sponsor control during an emergency:

- o Appoint members to a Federal status as PHS employees, issue duty and travel orders as appropriate;
- o Compensate members for Federal service and reimburse members for expenses incurred while performing assigned tasks; and
- o Return operational control of the team(s) and its members to the Sponsor following the emergency.

When disengaged from the Sponsor and activated for temporary Federal service, all of the volunteer participants of team(s) will function as PHS employees under the management and supervisory control of a designated Federal official. While in Federal service, team members will have the same protection against personal liability as other PHS employees for actions taken within the scope of their Federal employment.

#### CONDITIONS AND AMENDMENTS

Nothing contained in this MoU shall be construed to compel the Sponsor to respond to any request for mobilization and deployment when any team(s) members are, in the opinion of the sponsor, required to perform emergency services in their own jurisdiction.

It is further agreed by both parties that this MoU is a part of a Memorandum of Agreement by and between the Federal Emergency Management Agency and PIERCE COUNTY; and that  
(Sponsor Name)

the Puget Sound Urban SAR Task Force is a FEMA-sanctioned Urban  
(Sponsor Name)  
Search & Rescue Task Force.

#### REFERENCES

The NDMS medical response component is established under the combined authorities of section 311(c) of the PHS Act (41 USC 243 (c)), Executive Order 12656, and the Stafford Act (Pub. L. 93-288, as amended) and is administered by PHS.

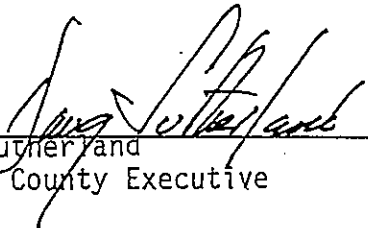
The general organization, personnel, and functions of NDMS Disaster Medical Assistance Teams, as those terms are used herein, are described in the Disaster Medical Assistance Team Organization Guide, Report NDMS-86/1, July 25, 1986 (the "DMAT Organization Guide").

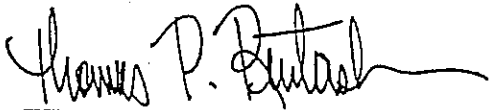
EFFECTIVE DATE, MODIFICATION, AND TERMINATION

This MoU becomes effective on the date of the last party's signature. It may be amended by agreement of the parties or terminated by either party upon thirty days' written notice to the other.

For the Sponsor

For the U.S. Public Health Service

  
\_\_\_\_\_  
Doug Suther and  
Pierce County Executive

  
\_\_\_\_\_  
Thomas P. Reutershan  
Director  
National Disaster Medical System

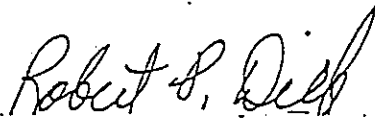
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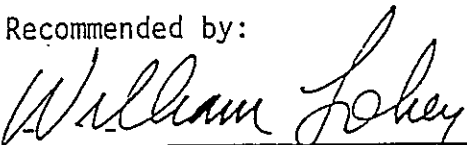
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Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

4/8/93  
\_\_\_\_\_  
Date

Recommended by:

  
\_\_\_\_\_  
William Lokey, Task Force Leader  
Director of Emergency Management

4/9/93  
\_\_\_\_\_  
Date

ATTACHMENT B

PAYMENT SCHEDULE - PUGET SOUND US&R TASK FORCE

- I. It is the policy of the Puget Sound Urban Search and Rescue Task Force that when activated for response by the Federal Emergency Management Agency (FEMA), team members be compensated as follows:
- A. Employees of local units of government who are Fair Labor Standards Act (FLSA) Exempt Employees shall be compensated by their employer at their usual rate of pay. No overtime shall be documented or paid for.
  - B. Employees of local units of government who are covered by FLSA shall be compensated by their employer at their normal rate and in accordance with existing pay schedules, union contracts, collective bargaining agreements, departmental policy, etc.
  - C. Volunteer firefighters and personnel who do not work for a unit of local government which is a Participating Organization to this agreement shall be hired by Pierce County as temporary employees to provide industrial insurance. They shall be hired at the following rates of pay:

1.	Search Team Manager	\$ 25	per hour.
2.	Rescue Team Manager	25	per hour.
3.	Technical Team Manager	25	per hour.
4.	Medical Team Manager (Doctor)	45	per hour.
5.	Rescue Squad Officer	22	per hour.
6.	Structures Specialist (Engineer)	32	per hour.
7.	All Other Specialists	20	per hour.
- II. Documentation will be kept by the Task Force of hours worked by Task Force members. This documentation will be sent to each Participating Organization upon the task Force's return. Each Participating Organization will pay its respective employees the appropriate amount and submit the appropriate documentation of all costs incurred in the response of the Task Force to Pierce County. Pierce County will assemble a master bill to be sent to FEMA.
- III. FEMA will reimburse Pierce County who will in turn reimburse the Participating Organizations.