#### MEMORANDUM OF AGREEMENT BETWEEN

#### **Pierce County**

#### AS THE SPONSORING AGENCY OF THE WASHINGTON STATE TASK FORCE 1 OF THE NATIONAL URBAN SEARCH AND RESCUE RESPONSE SYSTEM

AND

**Renton Regional Fire Authority** 

#### AS A PARTICIPATING AGENCY OF THE TASK FORCE

This "Agreement" is entered into by and between the parties designated in Section 1, below, who agree that subject to all of the provisions of this Agreement, Renton Regional Fire Authority will serve as a Participating Agency for the Washington State Task Force 1 of the National Urban Search and Rescue Response System. Each party further agrees that it assumes all of the duties and responsibilities assigned to that party under this Agreement and that so long as this Agreement remains in effect, the party will fully perform all of those duties and responsibilities.

#### 1. PARTIES

The parties to this Agreement are the following entities:

1.1. <u>Sponsoring Agency</u>:

Pierce County

2501 So 35<sup>TH</sup>. Street, Suite D

Tacoma WA 98409

253-798-6595

1.2 Participating Agency:

Renton Regional Fire Authority

1055 S Grady Way

Renton, WA 98057

425-430-7000

Sponsoring Agency and Participating Agency have entered into this Agreement in recognition of the following Recitals:

2.1 <u>Sponsoring Agency</u>. Sponsoring Agency is a cooperating party under a "Memorandum of Agreement" with the Federal Emergency Management Agency ("FEMA") and the State of Washington.

2.2 <u>National Urban Search & Rescue Response System</u>. Pursuant to federal law, principally the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121 through 5206 (the "Stafford Act"), the U.S. Department of Homeland Security ("DHS"), acting through FEMA, operates the National Urban Search & Rescue Response System ("System") in conjunction with State and local governments.

2.3 <u>Task Forces</u>. Each Sponsoring Agency is responsible for recruiting and organizing a Task Force consisting of individuals occupying certain specified positions plus additional support personnel, all of whom have been properly trained with the requisite skills and capabilities required for urban search and rescue operations and/or deployment of the Task Force. 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 Activations. Members of a Task Force may also be deployed as members of a management or other technical team.

2.4 <u>Washington State Task Force 1.</u> Pierce County Department of Emergency Management is the Sponsoring Agency for Washington Task Force 1 (the "Task Force") and is charged with, among other things, recruiting and organizing members for the Task Force. In the performance of its responsibilities, the Sponsoring Agency may enter into cooperative arrangements with federal, state, or local government entities, or non-profit or for-profit entities, to serve as participating Agencies in the Task Force and with individuals to serve as Affiliated Personnel of the Task Force. The Sponsoring Agency is obligated to enter into written agreements with those Participating Agencies and Affiliated Personnel setting forth the relationship between the parties.

2.5 <u>Participating Agency</u>. The Renton Regional Fire Authority desires to be a Participating Agency in the Task Force, subject to all of the provisions of this Agreement.

2.6 <u>Applicable Provisions</u>. With respect to National Urban Search & Rescue Response System activities, this Agreement incorporates the provisions of Interim Final Rule, "National Urban Search and Rescue Response System," 70 Fed. Reg. 9182 (Feb. 24, 2005) ("Interim Final Rule") as well as the provisions of the FEMA MOA. To the extent the Interim Final Rule is contrary to the FEMA MOA, the Interim Final Rule will prevail. Upon the effective date of the Final Rule governing this subject ("Final Rule"), the Final Rule shall supersede the Interim Final Rule and shall prevail over any contrary provisions of the Interim Final Rule or the FEMA MOA.

2.7 <u>Definitions of Terms</u>. Capitalized words and phrases in this Agreement have the same meaning as they do in the Interim Final Rule, unless or until superseded by the Final Rule. Capitalized words and phrases not defined in the Interim Final Rule or the Final Rule have the meaning given in this Agreement.

# 3. AGREED TERMS AND CONDITIONS

#### 3.1 <u>Participating Agency</u>.

3.1.1 Participating Agency agrees to provide personnel to serve in certain designated positions on the Task Force as determined by Sponsoring Agency. A list of the individuals who will occupy those designated positions, and who are referred to in this Agreement as "Participants or authorized members," as well as other pertinent information about them is contained in Appendix A.

3.1.2 Participating Agency further agrees that Participants will meet the required qualifications for the positions to be filled, will receive the required training specified in this Agreement and will satisfy other conditions of preparedness and response as required by the Sponsoring Agency as listed in Appendix B.

3.1.3 The Parties will cooperate with each other so as to facilitate achievement of the goals and objectives of the System as fully and completely as possible.

#### 3.2 Third Party Liability and Workers' Compensation.

3.2.1 Participating Agency and its Participants shall be afforded such coverage for third party liability and workers' compensation as is afforded all Task Forces and their System Members under Federal law, the scope of which is generally described in the Interim Final Rule.

3.2.2 Except as afforded by the Federal Government, the responsibility for risks associated with claims for third party liability and workers' compensation arising out of participation in the Task Force, either organizationally by the Participating Agency or Individually by its Participants, shall be the responsibility of Participating Agency and not under any circumstances, the responsibility of Sponsoring Agency. At all times, Participating Agency shall maintain in full force and effect, and provided proof thereof, for the benefit of its Participants and its other employees engaged in System activities, coverage for workers compensation and third party liability to the full extent required by law.

#### 3.3 Financial Provisions.

#### 3.3.1 Preparedness Funds

3.3.1.1 In its sole discretion, Sponsoring Agency may distribute to Participating Agency such preparedness grant funding as Sponsoring Agency shall be eligible to and does receive from FEMA. Any such distributions shall be subject to the requirements of the preparedness grants and the needs of the Task Force generally.

3.3.1.2 Any other funding received by Sponsoring Agency from sources other than the federal government may also be made available as Sponsoring Agency determines in its discretion. Sponsoring Agency shall make such distributions fairly and equitably taking into account the mission, goals and objectives of the Task Force and the needs of the Sponsoring Agency as compared to other proper needs and demands.

#### 3.3.2 Response Funds

3.3.2.1 Sponsoring Agency shall promptly reimburse Participating Agency for response expenses that are authorized to be incurred by or for the benefit of Participants engaged in Task Force activities, upon receiving reimbursement for such expenses from the federal government. Such expenses must be properly ascertained, accumulated and reported to the Sponsoring Agency, and the funds to be utilized for payment must have been reimbursed by or on behalf of FEMA to Sponsoring Agency.

3.3.2.2 After an Activation, Participating Agency shall provide Sponsoring Agency with a complete cost reimbursement package to be submitted by Sponsoring Agency as part of an overall claim package which Sponsoring Agency is obliged to submit to FEMA. The Participating Agency's cost reimbursement package shall be submitted to the Sponsoring Agency within *60* days after the end of the Personnel Rehabilitation Period established by FEMA. Participating Agency's cost reimbursement package shall be prepared in conformance with applicable federal directives which Sponsoring Agency shall disseminate to Participating Agency. See Appendix C for reimbursement procedures and applicable Federal Directives for compensation.

3.3.2.3 Participating Agency shall provide Sponsoring Agency with employee compensation information for its Participants at least annually, or as changes occur in compensation rates payable to Participants. That information and other pertinent Participant data required by Sponsoring Agency shall be provided in an updated version of Appendix D.

3.3.2.4 To ensure proper reimbursement from FEMA, the compensation of Participants on the Task Force shall be in accordance with pay schedules and policies established by the Final Interim Rule from the time of activation and until the Task Force returns, is deactivated and Participants are returned to regular work schedules.

3.3.2.5 All financial commitments of Sponsoring Agency are subject to the availability and receipt of funds by Sponsoring Agency from FEMA and other sources.

3.3.2.6 Neither Participating Agency nor any Participant shall be reimbursed for costs incurred outside the scope of this Agreement.

#### 3.4 <u>Reporting and Record Keeping Requirements.</u>

3.4.1 The Participating Agency shall provide the Sponsoring Agency with the records described in Appendix E.

3.4.2 The Sponsoring Agency shall issue a Task Force Picture Identification Card for all authorized members listed in Appendix A.

3.4.3 Participating Agency and Sponsoring Agency shall ensure that any medical or other records and Information that are afforded confidentiality under applicable law are protected from unauthorized disclosure.

3.4.4 Participating Agency shall provide prompt and accurate reporting as specified in this Agreement as outlined in Appendix C, D and F.

3.5 <u>Mandatory Minimum Requirements for Participation</u>. Each Participant must satisfy all of the following for participation on the Task Force.

3.5.1 Each Participant shall be an employee in good standing of the Participating Agency. Entry-level employees who are probationary or in a similar status are not eligible.

3.5.2 Each Participant shall be of good moral character and shall not have been convicted of any felony or any other criminal offense involving moral turpitude.

3.5.3 Participants serving in a Task Force position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold the appropriate authorization, which must be current and validly issued.

3.5.4 Subject to any applicable FEMA standards, each Participant must meet the medical/fitness standards mutually agreed upon by Sponsoring Agency and Participating Agency and not have any medical condition or disability that will prevent performance of the duties of the Task Force position he/she occupies.

3.5.5 Each Participant must be available on short notice to mobilize within 2 hours of request and be able to respond on a mission for up to 14 days.

3.5.6 Each Participant must be capable of improvising and functioning for long hours under adverse working conditions.

3.5.7 Each Participant must receive such inoculations as are specified by the DHS/FEMA in Appendix G.

3.5.8 Each Participant must be aware of the signs, symptoms and corrective measures of Critical Incident Stress Syndrome.

3.5.9 Each Participant must understand and adhere to safe working practices and procedures as required in the urban disaster environment.

3.5.10 Each Participant must have a working knowledge of the US&R System and the Task Force's organizational structure, operating procedures, safety practices, terminology and communication protocols.

3.5.11 Each Participant must have completed such courses of education and training and other requirements as FEMA shall specify.

3.5.12 Sponsoring Agency has authority to immediately suspend or terminate a Participant's participation on the Task Force for failure to satisfy any mandatory requirement.

#### 3.6 Clothing and Equipment.

3.6.1 Sponsoring Agency will issue to each Participant certain items of personal protective clothing and equipment, as outlined in the WATF-1 "Activation Manual", for use in Task Force activities and operations. In the event of Activation, Participant shall provide certain additional items of personal clothing and equipment. Items of clothing and equipment supplied by Sponsoring Agency shall remain the property of Sponsoring Agency and shall be returned promptly whenever a person ceases to be a Participant.

3.6.2 Subject to FEMA requirements, all uniforms will display the official patch of the Task Force and the official patch of the US&R system, as specified by FEMA. The Sponsoring Agency shall specify the design of the uniform and any identifying insignia or markings.

# 3.7 <u>Command, Control and Coordination</u>.

3.7.1 When a Participant has been activated or has otherwise been placed at the direction, control and funding of FEMA, such as, for example, during participation in FEMA sponsored training, the ultimate authority for command, control and coordination of the service of the Participant reposes with FEMA exercised through the system chain of command. Subject to the principle just stated, the following provisions of this Section 3.7 govern the responsibilities of the parties with respect to supervisory, disciplinary and other specified aspects of the Participant's employment within the context of his/her participation on the Task Force

3.7.2 Sponsoring Agency shall exercise direct supervisory authority over Participants during Activations, deployments and other activities of the Task Force conducted by Sponsoring Agency, but for disciplinary purposes, that authority is limited to temporary suspension or permanent exclusion from participation. In all other instances where disciplinary action may be necessary, Sponsoring Agency shall report the pertinent circumstances to Participating Agency, which shall cooperate with Sponsoring Agency and shall administer discipline as appropriate in accordance with the Participating Agency's established rules and regulations.

3.7.3 Nothing in this Agreement is intended to, nor does it, affect the employer-employee relationship between Participating Agency and its employees who are Participants, and Participating Agency shall at all times continue to be fully responsible for all of its employment obligations to its employee Participants, including the compensation and benefits that the Participating Agency has agreed to provide.

3.7.4 While participating in System activities conducted by the Task Force, Participants shall be subject to and observe and comply with all lawful orders and directions of the authorized representatives of Sponsoring Agency and the Task Force. Sponsoring Agency retains the right to suspend or exclude any Participant from participation on the Task Force for cause including failure to abide by the provisions of this Agreement.

# 3.8 Media and Information Policy.

3.8.1 Subject to applicable law, including FEMA regulations and directives, all photographs and video taken during a deployment will be kept under the control of Sponsoring Agency until use in internal or external education programs or other dissemination is approved by FEMA.

3.8.2 All applicable federal, state, and local media policies will be strictly enforced and followed.

3.8.3 Subject to applicable rules and regulations, Sponsoring Agency will have the primary responsibility for coordination of media coverage and liaison with media sources and representatives concerning activities of the Task Force. Sponsoring Agency shall endeavor to expose all Participating Agencies to favorable media coverage opportunities.

# 3.9 <u>Rules of Conduct</u>.

3.9.1 All Participants will be expected to abide by the code of conduct established by FEMA and the Sponsoring Agency.

3.9.2 The failure of a Participant to abide by the rules of conduct constitutes a violation of the US&R code of conduct and may result in suspension or exclusion from the Task Force under Section 3.7 above.

#### 3.10 Preparedness Activities.

3.10.1 Sponsoring Agency shall conduct Task Force management, administration, training, equipment procurement and other preparedness activities required by FEMA. Participating Agency and its Participants shall cooperate with Sponsoring Agency and shall participate in the activities as necessary to achieve Task Force preparedness goals and objectives.

3.10.2 Specific training activities to be conducted, respectively, by Sponsoring Agency and by Participating Agency, including training, administration and reporting requirements, are contained in Appendix E.

3.10.3 As established by System directives but subject to the availability of federal funding, Sponsoring Agency shall procure and maintain required caches of equipment and supplies. The contents of these caches shall be utilized for deployments of the Task Force and, subject to federal rules and regulations, will be made available for training activities of Sponsoring Agency and Participating Agency. Participants shall use Task Force cache equipment and supplies only for authorized purposes and shall exercise reasonable care to protect and preserve the property against loss or damage. The Participating Agency shall be financially accountable for any Task Force property that is lost or damaged due to negligence or unauthorized use by the Participating Agency or its authorized personnel.

#### 3.11 Notification Procedures and Other Communications.

3.11.1 Alerts and Activation.

3.11.1.1 Sponsoring Agency's commander/chief executive officer or his/her designee shall determine whether the Task Force is capable of and will respond to Activation Orders.

3.11.1.2 Participating Agency shall maintain at all times a "Point of Notification" for receipt of notices from Sponsoring Agency concerning possible deployments of the Task Force. The Point of Notification shall include 24-hour telephonic and electronic capabilities. Information concerning the Participating Agency Point of Notification shall be set forth in Appendix F.

3.11.1.3 Upon receipt of Alert or Activation Orders, Sponsoring Agency shall give prompt telephonic and electronic notice to Participating Agency's Point of Notification. The notice shall designate the Task Force positions for which Participating Agency's Participants are being requisitioned, the location of the assembly point, and to the extent known, the nature and character of the Activation.

3.11.1.4 Participating Agency shall at all times maintain the capability of providing requisitioned Participants for participation on a deployment of the Task Force.

3.11.1.5 Upon receipt of an Activation Order for the Task Force, Participating Agency shall cause the required Participants to respond to the assembly point designated in the notice.

3.11.2 Mobilization.

3.11.2.1 All requisitioned Participants will respond to the designated assembly point within 2 h ours of notification with all required personal clothing and equipment and required documentation.

3.11.2.2 Participating Agency will select its Participants through a pre-established selection system that ensures the requisition is promptly filled with fully qualified Participants.

3.11.2.3 Selected Participants will be subject to a pre-deployment medical screening. Any Participant who fails the screening will not be deployed.

3.11.2.4 Sponsoring Agency retains the sole right to determine which Participating Agency personnel, if any, will respond with the Task Force when Activated.

3.11.3 Other Communications. Sponsoring Agency will remain in contact with Participating Agency through the Participating Agency Point of Notification during the period of Activation.

#### 3.12 Critical Incident Stress Syndrome ("CISS") and Management.

3.12.1 Sponsoring Agency will have primary responsibility to provide CISS training, intervention and support, before, during and after activation.

3.12.2 Costs incurred for unauthorized CISS activities are not eligible for reimbursement.

# **<u>4. STATE MOBILZATION</u>**

4.1 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 H" - 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.

# 5. GENERAL PROVISIONS

5.1 <u>Effective Date</u>. This Agreement shall be effective \_\_\_\_\_[date], and when it has been duly and regularly authorized and executed by both parties.

5.2 <u>Authority</u>. As more specifically indicated above and below, this Agreement is made (a) pursuant to the provisions of the Interim Final Rule or the Final Rule; and (b) under the authority of Washington State law, in furtherance of the purposes of the National Urban Search and Rescue Response System,

5.3 <u>Contents of the Agreement</u>. Upon its execution, the Agreement consists of this Agreement, along with the following Appendices and other attachments, if any:

5.3.1 <u>Appendix "A"</u> – Roster of personnel updated twice annually on January 30 and June 30 each year with name of individual and task force position. Participating agency may not exceed number of personnel authorized by Sponsoring Agency.

5.3.2 <u>Appendix "B"</u> – List of general training required for all participants which identifies who is responsible for providing funding and to what extent. A list of position specific, FEMA sponsored or sanctioned training and the financial responsibility associated with each course]

5.3.3 <u>Appendix "C</u>" – Cost reimbursement procedures required by sponsoring agency in accordance with final interim Rule and Pierce county budget and Finance policy and procedures

5.3.4 <u>Appendix "D" – Compensation rates updated annually for each participant from the participating</u> agency.

5.3.5 <u>Appendix E</u> – List of required documents and records from participating agency for each participant to include required certificates, licenses, and Continuing education credits.

5.3.6 <u>Appendix F – List of participating agency contacts to be updated twice annually on January 30 and</u> June 30 each year.

5.3.7 <u>Appendix G</u> – Directive 2005-008, Medical screening requirements

5.3.8 <u>Appendix H-</u> Intergovernmental Agreement for Urban Search and Rescue Assistance between the Washington State Military Division and Pierce County as the sponsoring agency for Washington Urban Search and Rescue Task Force 1

# 5.4 <u>Amendments and Termination</u>.

5.4.1 Except as otherwise expressly provided, this Agreement may be modified or amended only by another written agreement approved and executed by both parties, and all such amendments will be attached to this Agreement.

5.4.2 Term and Termination. The Agreement shall continue in effect unless and until terminated as provided in this Agreement. The Agreement may be terminated by either party upon 30 days written notice, except that Participating Agency may not terminate this Agreement without the written consent of Sponsoring Agency during any time interval when the Task Force has been placed on Alert status or has been Activated if the Alert or Activation affects Participants of the Participating Agency.

# 5.5 <u>Miscellaneous Provisions</u>.

5.5.1 The obligations of the Participating Agency set forth in this Agreement are non-delegable and may not be assigned to or assumed by any other person without the prior written consent of Sponsoring Agency.

5.5.2 Except and to the extent federal law controls, this Agreement shall be construed and enforced, as between the parties, according to the laws of the State of Washington.

5.5.3 No party shall engage in any conduct or activity in the performance of this Agreement or participation in the System that constitutes a conflict of interest under applicable federal, state or local law, rules and regulations.

5.5.4 Each party shall at all times observe and comply with all applicable federal, state and local laws, rules and regulations.

5.5.5 Except as provided otherwise with respect to emergency notifications, if it is necessary for the purposes of this Agreement for one of the named parties to give notice to the other named party, notice shall be in writing with the expenses of delivery or mailing fully prepaid and shall be delivered by personal

service or a form of public or private mail service requiring proof of delivery. Notice is effective upon personal delivery, or by mail service, on the date of either actual receipt or five days after posting, whichever is first. Unless changed in writing in accordance with this Section, notice shall be served on the party at the address shown in Sections 1.1 and 1.2 of this Agreement.

5.5.6 Titles and section headings are for convenience only and are not a part of the parties' Agreement.

5.5.7 Should any provision of this Agreement be determined to be invalid or unenforceable under applicable law, the provision shall, to the extent required, be severed from the remainder of the Agreement which shall continue in full force and effect.

5.5.8 This Agreement and its provisions are binding upon and inure to the benefit of the parties and to their respective successors in interest, provided, however, this Agreement does not and will not bestow any rights or remedies upon persons to whom an unlawful delegation or assignment has been made by Participating Agency.

5.5.9 This Agreement is made for the sole and exclusive benefit of the named parties and their lawful successors in interest, and no other person or entity is intended to, nor shall such other person or entity acquire or be entitled to receive any rights or benefits as a third-party beneficiary of this Agreement.

5.5.10 Neither the United States of America or the State of Washington is a party to this Agreement.

5.5.11 Each person executing this Agreement represents that: he/she was and is lawfully authorized to sign the Agreement on behalf of the party he/she represents; execution of the Agreement was duly and regularly authorized by the party's governing body; and, to the person's best knowledge and belief the Agreement is a binding and enforceable obligation of the party on whose behalf he/she acted.

5.5.12 Each party represents to the other: that the party has fully read and understood all of the provisions of this Agreement including the Appendices and other attachments, if any; that the party has secured and considered such legal advice and other expert counsel as the party deemed necessary and advisable for these purposes; and, that in agreeing to execute and become a signatory to this Agreement the party has deemed itself adequately informed and advised as to all of the risks assumed and obligations undertaken pursuant to this Agreement.

5.5.13 This Agreement, including the Appendices and attachments, if any, constitutes the entire agreement between the parties and it supersedes any prior agreements on this matter.

# PIERCE COUNTY CONTRACT SIGNATURE PAGE

Contract #		
IN WITNESS WHEREOF, the parties have executed this A	Agreement this day of, 20	·
CONTRACTOR:	<b>PIERCE COUNTY</b> : Approved As to Legal Form Only:	
Title of Signatory Authorized by Firm Bylaws	Prosecuting Attorney	Date
Name: 02000 82000 02 540 000 540 000 500 000 500 000 500 000 500 5	Recommended:	
Address 10555 GRADY WY	Budget and Finance	Date
Mailing Address:	Approved:	
Contact Name: <u>Arg Gunsolas</u> Phone: <u>425-430-7083</u>	Department Director (less than \$250,000)	Date
Fax:		
	County Executive (over \$250,000)	Dat

# Appendix A WATF 1 Personnel Roster

# [PARTICIPATING AGENCY TO LIST THEIR ROSTERED PERSONNEL AND POSITION ASSIGNED]

Position	
Plans Team Manager	
Plans Team Manager	
Communications Specialist	
Hazmat Specialist	
Heavy Rigging & Equipment Specialist	

# Appendix B Training responsibilities

#### Sponsoring agency responsibility

FEMA Sponsored, Sanctioned, Equivalent, approved training

- 1. The sponsoring agency will provide funding for travel, lodging and meals for all <u>FEMA sponsored</u> and <u>FEMA sanctioned</u> training for participating members selected to attend by the Sponsoring Agency as funding from the CA permits. Salary expense to include backfill or overtime is not authorized
- 2. The sponsoring agency will provide funding for travel, lodging and meals for FEMA approved and FEMA Equivalent training on a case by case basis and only with prior approval as funding from the CA permits. Salary expense to include backfill or overtime is not authorized
- 3. The sponsoring agency will provide funding for travel, lodging, meals and wages to include overtime or backfill for hours worked only, for training that is required to maintain a certification. Salary expenses are authorized only if the training is unique to the task force and is not a requirement of the individuals participating agency as a condition of continued employment and as funding from the CA permits.
- 4. The Sponsoring agency will provide funding for expenses to include overtime or backfill for mobilization exercises and other activities identified on a case by case basis and as funding from the CA permits.
- 5. The Sponsoring Agency will financially support only the authorized members from a participating agency, identified in Appendix C, and no more than the allowed 3 deep for each functional position on the FEMA US&R approved Task Force compliment.
  - Authorized members from the participating agency must be identified by name as well as position and the list must be updated twice annually on January 30 and June 30 by the participating agency.
  - An individual may hold only a single position on the task force. The only exception to this rule is that a member may also hold a position as a CDL driver.
  - A maximum of 210 positions have been identified and each participating agency is authorized to have on the task force a set number of positions which they are allowed to fill with qualified personnel. Thirty positions are funded for training and maintaining CDL drivers. The US&R Task Force Readiness Cooperative Agreement specifies the number of authorized personnel.
  - The specific positions available for a participating agency to fill are determined by the Sponsoring Agency in consultation with Task Force Leaders from Seattle, King County and Pierce County as well as the participating agency.

# General requirements / Sponsoring Agency

- 1. <u>Inoculations</u>: The sponsoring agency will provide funding for the expense of obtaining the required inoculations. Reimbursement for salary to include overtime or backfill for the time required to obtain them is NO authorized for these individuals. See appendix J for list of required inoculations.
- 2. <u>Hazmat Operations</u>: The Sponsoring Agency will provide annual refresher training for First Responder Operations Level Hazardous Materials per OSHA standard 1910.120, Hazardous Waste Operations and Emergency Response if a participant would not normally receive that training as a condition of

employed by a first response organization. Reimbursement for salary to include overtime or backfill is authorized for these individuals.

- 3. <u>US&R orientation</u>: Four hours of training will be provided by the Sponsoring Agency. Salary expense to include reimbursement for backfill or overtime is authorized.
- 4. <u>Annual quantitative Fit testing:</u> The Sponsoring Agency will provide opportunity to fit test the Task Force Scott Face pieces and will issue a certificate of refresher training per 29 CFR 1910.134. Reimbursement for salary to include overtime or backfill is <u>not</u> authorized. Every effort will be made to provide fit testing opportunities to individuals who are on duty and at a location within their area of responsibility.
- 5. <u>FEMA US&R WMD enhanced operations</u>: Training will be provided by the Sponsoring Agency. Salary expense to include backfill or overtime reimbursement is authorized.
- 6. <u>Water rescue operations:</u> Awareness level training for will be provided by the sponsoring agency. Salary expense to include backfill or overtime reimbursement will be authorized.
- 7. <u>Confined space:</u> Awareness level training for will be provided for individuals who do not receive this training from their agency as a condition of employment or who do not have operations or technician level confined space training as required by their position description. Reimbursement for salary to include backfill or overtime expenses will be authorized.
- 8. <u>GPS:</u> Awareness level training will be provided. Reimbursement for salary to include backfill or overtime expenses will be authorized
- 9. <u>Biennial medical screening:</u> The Sponsoring Agency contracts with a medical service provider for this purpose. (Appendix G)
  - All participants who do not receive medical screening as a condition of employment will receive this service according to the process outlined in Appendix G.
  - Expenses associated with medical screening requirements that exceed a participating agencies medical screening process will be reimbursable by the Sponsoring Agency.
  - Reimbursement for salary to include backfill or overtime expenses will not be authorized

# Participating Agency Responsibility / General Requirements

Authorized members will be allowed to attend FEMA Sponsored and FEMA Sanctioned training as staffing allows, when the opportunity presents itself and when the training is an identified requirement for the specific position on the task force.

Participating agency's are responsible for an authorized member's salary or backfill expense and it is not eligible for reimbursement from the Sponsoring Agency.

Participating agencies are responsible for a participant meeting the general training requirements listed below

- 1. Must be Physically fit to perform the duties assigned without accommodations
- 2 Must be available on short notice to mobilize within 2 hours to the point of assembly, be self-sufficient for at least 72 hours and be available for a response assignment of up to 10 days.
- 3. Must be capable of improvising and functioning for long hours under adverse conditions.
- 4. Must be able to function safely at heights and on and around rubble.
- 5. Participating agency must provide certificate of training or letter signed by their agency, showing an individual has been provided training to make them aware of the signs and symptoms of Critical Incident Stress Syndrome.

- 6. Provide and maintain a current certificate for American Heart Association or equivalent CPR, Basic Life Support.
- 7. Provide a current certificate of training or agency letter as proof of annual refresher training for First Responder Operations Level Hazardous Materials per OSHA standard 1910.120, Hazardous Waste Operations and Emergency Response if employed by a first response organization and if it is required as a condition of employment.
- Certificates of completion for IS 100, IS 200, IS 700 and IS 800 on line courses must be on file with the sponsoring agency. Salary expense to include backfill or overtime reimbursement is <u>not</u> authorized for taking these courses.
- 9. Participating agencies will schedule authorized members to attend annual fit testing opportunities while the individual is working and on duty to reduce expense.
- 10. Participating agencies will provide certificates of completion for DOJ Emergency Response to Terrorism, Basic Concepts or equivalent. Salary expense to include backfill or overtime is <u>not</u> authorized
- 11. Rescue Systems 1 training is a requirement for all members and is the responsibility of the participating agency. Tuition and Salary expense to include backfill or overtime is <u>not</u> authorized.
- 12. Participating Agencies that have an annual or bi annual medical screening program will provide a fit for duty letter signed by the agencies medical service provider per FEMA directive 2005-008. See appendix G

# Participating agency responsibility / Position Specific Requirements

If an individual must maintain a certificate or license as a condition of employment it is the responsibility of the Participating Agency to forward to the Sponsoring Agency a copy of updated license or certification. Examples are;

- Hazmat Medical Surveillance
- Annual EMT CE's
- EMT Certification
- Medical Licensure
- CPR Recertification every three years

# Appendix C Reimbursement procedures

The Sponsoring Agency will reimburse a Participating Agency in accordance with the language of the Interim Rule in a timely manner upon receipt of accurate and complete required documentation of expenses.

Only actual expenses authorized will be reimbursed.

Equipment expenses

- All purchases related to activation must be processed and approved by the Sponsoring Agency and must be items located on the DHS/FEMA approved US&R cache list.
- Purchase orders must include the cache item number associated with the purchased equipment.
- Cache item numbers are located on the current cache list which can be found in the WATF 1 web portal.
- For every equipment item procured, there must be proper supporting documentation to receive reimbursement including, purchase orders, requisitions, and invoices from the vendors with appropriate authorizing signatures.
- If an equipment purchase exceeds the item's cost cap, the purchasing agent must receive in advance Sponsoring Agency approval and provide written justification to the Sponsoring Agency for documentation purposes.
- Requests for purchase or maintenance of equipment and supplies not appearing on the equipment cache list, or that exceed the number specified in the equipment cache list, must be made in writing to the DHS/FEMA US&R Program Manager.
- No Federal funds provided under any preparedness cooperative agreement may be expended to purchase
  or maintain any equipment or supply item unless:
  - 1. The equipment and supplies directly support the Sponsoring Agencies US&R capability, or
  - 2. The DHS/FEMA US&R Program Manager approves the expenditure and gives written notice of his or her approval to the Sponsoring Agency before the participating agency, or Sponsoring Agency purchases the equipment or supply item.
- The Sponsoring Agency is responsible for compiling all reimbursement claims. For each invoice, the Sponsoring Agency will provide a cover sheet. The invoice cover sheet will itemize each item purchased. A summary document will be provided to list all invoices submitted.

Salary and Wage reimbursement

- Salaries and Backfill reimbursement for Readiness activities shall be reimbursed as specified above and in accordance with the Participating Agency's standard pay policy. The Sponsoring Agency retains the right to modify reimbursement levels for each Readiness activity based on Cooperative Agreement funding availability and other mitigating factors.
- Salaries and Backfill reimbursement for Activation activities shall be reimbursed in accordance with the
  Participating Agency's standard pay policy and all rules as specified in the Interim Rule. Furthermore, the
  Participating Agency must prepare and submit to the Sponsoring Agency, in the proper claim format, all
  requests for reimbursements within 60 days after the Rehabilitation Period has ended. The Sponsoring
  Agency will provide the Participating Agency the most current format available at time of activation. Proof
  of salaries/benefits/backfill payments to Activated Personnel and backfill personnel must be submitted as
  part of the reimbursement claim request packet.
- The Sponsoring Agency will submit a full claim reimbursement request to DHS/FEMA. Upon completion of review by DHS/FEMA, the Sponsoring Agency will process payments to the Participating Agency based on the final claim approval by DHS/FEMA.

• The Participating Agency can request the Sponsoring Agency submit an appeal of any un-allowed expenses within 30 days of receiving notification of an exception to the original reimbursement claim amount. Additional documentation or explanation must accompany the appeal request.

# Appendix D Compensation Rates

# [PARTICIPATING AGENCY TO LIST THE COMPENSATION RATE FOR THEIR ROSTERED PERSONNEL]

Name	Standard Hourly Rate	Standard Benefits Rate	Overtime Hourly Rate	Overtime Benefits Rate
William Aho, Jr	51.86	56.98	77.79	85.48
Brett Bigger	41.21	45.29	61.82	67.93
Gary Harsh	56.45	62.03	84.68	93.04
Ryan Simonds	46.08	50.63	69.12	75.95
James Ochs	52.31	57.48	78.47	86.22

# Appendix E Required documents and records from Participating agency

- 1. On Agency letterhead, verification of "General Training Requirements" for rostered personnel.
- 2. Certificates of completion for requirements listed in the "Position Description Directive" dated 2008-05, or any subsequent revisions of this document.
- 3. Participating Agencies that have an annual or bi annual medical screening program will provide a fit for duty letter signed by the agencies medical service provider per FEMA directive 2005. This is to include a respiratory questionnaire.

Participating agency: Renton Regional Fire Authority

Address:	1055 S Grady Way
Phone:	425-430-7083
Cell:	206-714-5002

Point of Contact: Roy Gunsolus, Deputy Chief

Alternate Contact: Will Aho, Captain Cell: 206-919-6437

# Appendix G

# **Medical Screening**

Medical Screening of all authorized members is required annually by DHS / FEMA US&R program directive. Departments with an existing annual medical screening program;

- WATF-1 will reimburse Task Force member's agency for any required additional medical testing that is not currently provided under the agency's existing program. The Department may bill WATF-1 with a single billing for all of its authorized members for the additional testing required by FEMA.
- WATF-1 will reimburse agencies for expenses incurred up to but no more than the current contracted prices from the Sponsoring Agencies Contracted Medical Service Provider.
- Individual Task Force members may not submit medical bills for reimbursement only participating agency bills will be accepted.

Departments without an existing annual medical screening program

Authorized members without existing health screening from their Participating Agency will be required to
use the Sponsoring Agency's contracted medical service provider for health screening.

Required testing includes;

- Vital signs and standard physical examination
- Laboratory
  - o CBC, Differential platelets
  - o Chemistry panel to include liver & renal function tests
    - Aspartate Aminotransferase (AST)
    - Alanine Aminotransferase (ALT)
    - Alkaline Phosphatase (AlkPhos)
    - Gamma-Glutamyl Transpeptidase (GGTP)
    - Total and direct Bilirubin
    - creatinine
    - blood Urea Nitrogen (BUN)
    - Glucose
    - electrolytes, (Na, K, Cl, Co2)
    - Total protein
    - Albumin
    - Calcium.
  - Urinalysis (urine dip, microscopic if indicated)
  - o Urine heavy metal screen, (qualitative, spot urine). HAZMAT task Force members only
  - o Spirometry
  - Chest x-ray (PA and Lateral) <u>To establish baseline</u>, <u>Does not need to be repeated annually unless</u> <u>medically indicated</u>
  - o Resting 12-lead ECG
  - Stress 12-lead ECG (as indicated, stratified by age above 46 years, or coronary artery disease risk factor assessment in accordance with sponsoring agency policy)
  - RBC cholinesterase (initial baseline or additional testing if medically indicated) does not need to be repeated annually unless medically indicated.
  - HBsAB Hepatitis B Surface Antibody, (validation of hepatitis B immunity) Titer need only be done once unless previously documented and greater than 10mU/ml; Administer Hepatitis B vaccine series if titer less than 10 mU/ml and repeat approximately 6 weeks after vaccination series.

Frequency: All current and future newly assigned US&R task force members shall receive the minimum baseline health screening to be repeated annually unless procedure is to establish baseline. The need for post deployment interval screening will be determined by the presence of symptoms or based upon mission risk assessment by the Incident Support Team Medical and Safety Officers and consultants like CDC, NIOSH, OSHA, and EPA.

Vaccinations and TB Screening

- PPD (TB skin Test) annually
- Influenza A & B (Seasonal)
- Tetanus Toxoid or teanus/diptheria (Td) every 10 years
- MMR (measles, Mumps and Rubella)
- Polio (OPV or elPV)
- Hepatitis A & B
- Varicella (or personal history of illness or prior antibody titer)

Documentation of MMR, polio, hepatitis A&B and varicella by reported history and signed by the Authorized member should be reasonable proof of vaccination if other documentation is not available.

Vaccination declination must be documented in TF occupational health records.

# Appendix H

#### 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 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:
- 2)

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.

3) EMD will issue demobilization orders to PCDEM. Demobilization orders should address the official standdown 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. 4) WA-TF1 will be demobilized to the point of origin consistent with demobilization under the National US&R Response System.

5) 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.

# URBAN SEARCH & RESCUE SECTION MEMORANDUM

FOR:National Urban Search & Rescue Response SystemTask Force Leaders / Program Managers

**FEMA** 

- 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

National Urban Search & Rescue Response System

#### US&R Program Directive - 2005-020 — Post-Mission Demobilization Allowance Standards and **Reimbursement Guidance** Page Two

# **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.
- 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.

#### National Urban Search & Rescue Response System US&R Program Directive - 2005-020 — Post-Mission Demobilization Allowance Standards and Reimbursement Guidance Page Three

- 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 <u>different</u> 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).
  - If task force personnel were assigned to <u>one</u> 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).

#### National Urban Search & Rescue Response System US&R Program Directive - 2005-020 — Post-Mission Demobilization Allowance Standards and Reimbursement Guidance Page Four

• 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	<ol> <li>XX-TF1 was activated for Hurricane Wanda, assigned to operations and demobilized prior to Ben declaration.</li> <li>Prepare one Wanda claim</li> </ol>
Task force personnel were assigned to different disasters and never reassigned to another disaster		<ol> <li>XX-TF1 was activated for Hurricane Wanda, assigned to operations and demobilized prior to the Ben declaration.</li> <li>A member of XX-TF1 was activated for the Hurricane Ben IST, assigned to operations and demobilized prior to the Ivan declaration</li> <li>Prepare one Wanda claim &amp;</li> <li>Prepare one Ben claim</li> </ol>
Prepare separate claims for eachTask force personnel were assigned to one disaster then reassigned to another disasterOnly those persons assigned to that disaster and for the days assigned to that disaster.		<ol> <li>XX-TF1 personnel were activated for Hurricane Ben, then reassigned to Wanda operations</li> <li>Prepare one Ben claim &amp; 2. Prepare one Wanda claim</li> </ol>

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

#### National Urban Search & Rescue Response System US&R Program Directive - 2005-020 — Post-Mission Demobilization Allowance Standards and Reimbursement Guidance Page Five

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.

#### National Urban Search & Rescue Response System US&R Program Directive - 2005-020 — Post-Mission Demobilization Allowance Standards and Reimbursement Guidance Page Six

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

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

#### APPROVAL

Issue is approved for Program implementation:

\_\_\_\_ Mr. ( rec

Signed:

Mike Tamillow / US&R Section Chief

Implementation Date:

Completion Date:

N/A

12 July 2005

\_\_\_\_\_

Date

34