ADDENDUM  
to the  
MEMORANDUM OF AGREEMENT

An addendum entered into this 3 day of Sept., 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
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

[Signatures]

Authorizing Official Pierce County Date

Approved as to Form:

Deputy Prosecuting Attorney Date

Recommended by:

Director of Pierce County Date

Department of Emergency Management

Authorizing Official
Participating Organization

Approved as to Form:

Prosecuting Attorney/City Attorney Date
Participating Organization
MEMORANDUM OF AGREEMENT RENEWAL

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

SIGNATURES

Authorizing Official Pierce County

Approved as to Form:

Deputy Prosecuting Attorney

Recommended by:

Director of Pierce County
Department of Emergency Management

Authorizing Official
Participating Organization

Approved as to Form:

Prosecuting Attorney/City Attorney
Participating Organization
MEMORANDUM OF AGREEMENT BETWEEN PIERCE COUNTY AND
PARTICIPATING ORGANIZATIONS IN THE PUGET SOUND US&R TASK FORCE

An agreement entered into this 17th day of January, 1994 by and between the County of Pierce, hereinafter called the County, the sponsoring jurisdiction for the Puget Sound Urban Search and Rescue Task Force, and the Participating Organization.

I. PURPOSE

This Memorandum of Agreement is to delineate responsibilities and procedures for Urban Search and Rescue (US&R) activities under the authority of "The Robert T. Stafford Disaster Relief and Emergency Act," Public Law 93-288, as amended, 42 U.S.C. S5121, et seq., and relevant State authorities, or when otherwise properly directed. This "Memorandum of Agreement" contains all the relevant text of a similar MOA entered into between Pierce County, the State of Washington, and FEMA. It is included herein so that the Participating Organization is aware of the obligations each party has to each other that may impact the Participating Organization.

II. SCOPE

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

III. DEFINITIONS

A. Activation: the formal request by FEMA to a sponsoring jurisdiction, via procedures outlined in sub-element V, PROCEDURES, to mobilize their Task Force and respond. The response standard is for the Task Force to arrive with all equipment and personnel at a pre-designated deployment site within six hours of the activation notice. For the purposes of this agreement, the primary deployment site is McChord Air Force Base. Activities related to a activation are reimbursable.

B. Advisory: issues information about an impending event or an event which has occurred. An Advisory is issued when no Federal involvement is expected, but informs the recipient of what the Federal government is doing to prepare for an event.
C. **Alert:** the process of informing Task Forces that an event may occur or has occurred and that Task Forces may be activated at some point within a 12-hour time frame. Upon receiving an Alert, the recipient may need to engage in administrative preparations which will be chargeable against the disaster. Task Forces are not authorized to initiate emergency procurement of equipment during this level of notification.

D. **Associate Director:** the Associate Director for State and Local Programs and Support Directorate, FEMA.

E. **Department of Defense (DOD):** the Department of Defense, to include military and civilian components. DOD is the primary agent for coordinating US&R efforts under Emergency Support Function #9, US&R, under the Federal Response Plan.

F. **Director:** the Director of the Federal Emergency Management Agency.

G. **Disaster Medical Assistance Team (DMAT):** a functional unit activated under the National Disaster Medical System (NDMS) which provides austere medical care in a disaster area or medical services at transfer points and reception sites associated with patient evacuation. This program is managed by the Public Health Service (PHS).

H. **Emergency Information and Coordination Center (EICC):** a control center located within FEMA headquarters in Washington, D.C., to provide interagency coordination of assistance to emergency or disaster areas.

I. **Emergency Support Function (ESF):** Annexes to the Federal Response Plan, numbered 1 through 12, that define functional areas of responsibility, describe organizational structures, and provides specific information to federal agencies and departments to facilitate a coordinated Federal delivery of disaster response assistance to supplement State and local emergency response efforts.

J. **Excepted Volunteer Service:** the federal employment status of task force members when they are activated by FEMA, so they can be treated solely as federal employees for the tort liability purposes of the Federal Tort Claims Act.

K. **Federal Response Plan:** the plan (for Public Law 93-288, as amended), establishing the basis for the provision of Federal assistance to a State and its affected local governments impacted by a catastrophic or significant disaster or emergency which results in a requirement for Federal response assistance. The
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Plan outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments of responsibility to the 27 Federal agencies and departments, grouped into Emergency Support Functions (ESF), that will provide coordinated response assistance to supplement State and local response efforts.

1. **FEMA:** the Federal Emergency Management Agency.

2. **Hard Match:** FEMA's process of matching a sponsoring jurisdiction's cash expenditure with a cash reimbursement at a predetermined ratio.

3. **Incident Commander:** the individual(s) responsible for the over-all orchestration and coordination of an emergency incident.

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

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

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

7. **Soft Match:** FEMA’s process of matching any type of expenditure by a sponsoring jurisdiction with a cash reimbursement at a predetermined ratio.

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

9. **Sponsoring Jurisdiction:** a public entity providing official sanction to a US&R Task Force. For the purposes of this agreement, the sponsoring organization is Pierce County, Washington.
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U. **State:** the State of Washington. The Department of Community Development, Division of Emergency Management is the administering agency for the US&R Task Force for the State.

V. **Task Force:** an integrated collection of personnel and equipment meeting standardized capability criteria for addressing the special needs of US&R.

W. **Task Force Leader:** the individual(s) responsible for management and tactical direction of the team, including, but not limited to training, administration, equipment maintenance, accountability, and mobilization.

X. **Urban Search and Rescue (US&R):** specialized tactics and operations suited to the unique lifesaving problems presented in structural collapse situations.

IV. **RESPONSIBILITIES**

A. **FEMA agrees to:**

1. provide coordination, when appropriate, among the County, the State, the state and local jurisdiction(s) receiving assistance, and other relevant governmental and private parties;

2. provide limited funding and technical support for equipment and training specifically aimed at preparing the Task Force to be a fully implementable Task Force, as prescribed in the FEMA Urban Search and Rescue Response System Manual;

3. provide assistance to the Task Force in obtaining supplies and equipment from Federal and donor sources for training and use in disaster situations;

4. register Task Force members in the status of "Excepted Volunteer Service" under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, to treat them solely as federal employees for the tort liability purposes of the Federal Tort Claims Act;

5. provide full reimbursement for all costs incurred by the County and the Participating Organizations as outlined in the sub-element VI.

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6. provide reimbursement for out-of-pocket expenses for task force members deployed to a disaster site as outlined in sub-element VI.

7. provide document control at the Regional office ensuring all reports are directed to FEMA Headquarters, Federal Response Division, Attn: US&R.

B. The State agrees to:

1. maintain a 24-hour alert capability for activating the Task Force, including a point-of-contact or duty officer available at all times;

2. implement the appropriate alert and activation procedure of the Task Force if requested to do so by FEMA;

3. issue a Mission Number upon the activation of the Task Force to provide protection for emergency workers while they are supporting Task Force mobilization within the State of Washington; and,

4. provide document control at the State Division of Emergency Management, to ensure that all reports are directed to the appropriate FEMA regional point of contact.

C. The County agrees to:

1. provide an administrating agency, which will be the Pierce County Department of Emergency Management, which will carry out the herein agreed upon responsibilities of the County;

2. recruit and organize the Task Force, in cooperation with the other Participating Organizations involved with the Task Force, making every reasonable effort to fill Task Force positions in accordance with the guidelines prescribed in the FEMA Urban Search and Rescue Response System Manual;

3. execute separate Memoranda of Agreement (MOAs) with Participating Organizations which oblige them to the terms of this agreement and the specific responsibilities of a Participating Organization, including but not limited to the accountability of the equipment said Participating Organizations purchase with matching funds; and, obligate the parties to
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this MOA to all of the specific terms and conditions outlined in this MOA.

4. execute a separate Memorandum of Understanding (MOU) with PHS, attached as Attachment A, and register all medical personnel on the Task Force through PHS as a specialized DMAT;

5. provide training, with limited support and guidance from FEMA, with the objective of assisting Task Force members in upgrading, developing and renewing skills, as needed, to maintain qualifications for Task Force positions according to the criteria and guidelines described in FEMA’s US&R Task Force Description Manual;

6. develop, practice and implement an internal call-out system for Task Force members;

7. manage administrative, financial, and personnel issues as they relate to the Task Force, including the filing of all original paperwork, with copies being distributed as outlined in VIII. REPORTING REQUIREMENTS;

8. provide other reporting as delineated in VIII. REPORTING REQUIREMENTS;

9. develop, maintain, and be responsible for US&R-specific equipment purchased with matching funding from FEMA and Pierce County;

10. coordinate personnel and equipment for US&R exercises, as agreed upon with FEMA and the State, subject to the availability of such Task Force personnel and equipment based upon State and local requirements and priorities at the time such personnel and equipment are needed. Use of equipment purchased with FEMA matching funds is limited to FEMA sanctioned response activities, appropriate responses as determined by the County and the Participating Organizations, and mutually agreed upon training.

D. The Participating Organization agrees to:

1. participate in the development of the Task Force by providing one or more of the following:

a. Representation on the Task Force;
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2. provide funds, if appropriate, to be matched by FEMA for the purchase of US&R related equipment needed by the Task Force for the development of a standing US&R Equipment Cache as described in FEMA’s Urban Search and Rescue Response System Manual, and develop, maintain, and provide accountability for any such equipment purchased;

3. donate, if appropriate, US&R-related equipment and/or supplies, as described in FEMA’s Urban Search and Rescue Response System Manual, for the development of a standing US&R Equipment Cache or for donation to the Task Force at time of deployment;

4. make every reasonable effort to provide any US&R-related equipment and/or supplies, as described in FEMA’s Urban Search and Rescue Response System Manual and in the possession of the Participating Organization, for mobilization and response within six hours after a FEMA and/or State activation, and such equipment and supplies shall be listed and identified on forms provided by the County;

5. recruit members for filling Task Force positions according to the criteria and guidelines described in the FEMA Urban Search and Rescue Response System Manual, and provide and update the names and background information of participating members on forms provided by the County;

6. provide the agreed upon personnel and equipment for US&R related training exercises, subject to the availability of such Task Force personnel and equipment which will be based upon local requirements and priorities at the time such personnel and equipment are needed, for training for developing, upgrading, or renewing skills as needed to maintain qualifications for particular positions on the Task Force according to the criteria and guidelines described in the FEMA Urban Search and Rescue Response System Manual;

7. participate in the development of an internal Task Force personnel call-out and equipment mobilization procedure, to be developed with the County, with the objective of having personnel and equipment arrive at McChord AFB within six hours from the time of official activation;
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8. maintain 24-hour Task Force member alert capabilities, and provide to
the County a 24-hour emergency phone number or point of contact
available at all times, consistent with mutually agreed to Task Force
call-out procedures, for activating team members; and,

9. provide administrative, financial and personnel management as they
relate to the Participating Organization’s Task Force personnel and
equipment, including the documentation of all costs incurred by the
Participating Organization’s member(s) relating to activation of the Task
Force, and file all original paperwork with the Participating
Organization and copies, as outlined in sub-section VII. REPORTING
REQUIREMENTS, with to the County.

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

1. provide transportation of US&R Task Forces to and from the point of
departure, mobilization and disaster sites;

2. provide logistical, maintenance, and other support to deployed US&R
Task Forces; and,

3. while a Task Force is deployed, coordinate the replacement and/or
rehabilitation of expended, damaged, lost, or destroyed US&R Task
Force equipment and supplies used in the course of operations.

V. PROCEDURES

A. Alert and Activation

1. Upon request from any State government for Federal disaster assistance,
or the determination by FEMA that pre-positioning US&R Task Forces
is prudent, FEMA shall request the activation of US&R Task Forces
necessary to respond to the emergency or disaster situation. Alert
notifications may be initiated independently by FEMA.

2. Alert and/or Activation notices shall be communicated by the EICC or
NECC, through the State of Washington Division of Emergency
Management Duty Officer to the Task Force through mutually agreed to
notification procedures.
B. Mobilization, Deployment, and Re-deployment

1. Members of the Task Force shall be notified in accordance with Task Force notification procedures.

2. Members of the Task Force shall mobilize and move personnel and equipment to McChord Air Force Base, making every effort to have personnel and equipment at McChord AFB within the 6 hour mobilization standard.

3. Upon arrival at the mobilization area, DOD shall provide an on-ground briefing, maps, food and housing (as necessary), and other items essential to the immediate deployment and operations of the Task Force. DOD will supply a liaison and a radio operator to each Task Force deployed to a disaster site.

4. DOD shall provide transportation between the mobilization area and the disaster site.

5. Upon completion of the US&R mission, the Task Force shall be redeployed to McChord Air Force Base or other airfield near the point of origin by DOD airlift.

C. Management

1. Under Emergency Support Function (ESF) #9 - Urban Search and Rescue, of the Federal Response Plan, DOD has overall management responsibilities of US&R Task Forces from their activation to their arrival at a declared disaster area, and from deactivation until their return to their original point-of-departure.

2. Tactical employment of US&R Task Forces will be passed from DOD to the local or on-site Incident Commander within the disaster area.

VI. FINANCIAL AGREEMENTS

A. For the development of the Task Force, a cash grant of $100,000, (awarded to the Task Force from FY 1991 funds and administered through the State's Comprehensive Cooperative Agreement [CCA]), was made for Task Force equipment purchases to be matched on a 50/50 hard match basis. A cash grant of $10,000, awarded by FEMA from FY 1990 funds was made for Task Force training to be matched on a 75% (Federal)/25% (Local) soft-match basis. A
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cash grant of $15,000, awarded by FEMA from FY 1992 funds was for Task Force training and equipment to be matched on a 75% (Federal)/25% (Local) soft-match basis. Future funding for training and equipment may be allocated as determined by FEMA.

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

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

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

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

F. Any reasonable expense incurred by the County, and the Participating Organizations, for the purpose of mobilizing the Task Force in response to a Federal activation and/or alert and demobilizing (returning the Task Force to a state of readiness with the home jurisdiction) shall be paid for by FEMA.
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G. Medical team personnel shall be registered as special Disaster Medical Assistance Team members under the guidelines of the U.S. Public Health Service's (PHS) "National Disaster Medical System." (See Attachment A - PHS MOU) Compensation for medical personnel shall be in accordance with Section VI.B above.

H. Task Force members shall be reimbursed for travel and per diem costs in accordance with Federal travel regulations, unless otherwise authorized.

I. Task Force members shall be reimbursed for reasonable personal costs of operations and maintenance incurred in conjunction with Task Force mobilization and disaster operations.

J. Rehabilitation or replacement costs of non-expendable equipment will be reimbursed if the piece of equipment was used at a disaster site or on disaster exercises, as authorized by FEMA. While FEMA will consider on a case-by-case basis the replacement of lost or stolen equipment, where the equipment was not lost or stolen as a result of negligence on the part of the Task Force or its personnel, FEMA will replace that equipment.

K. No Task Force or any Task Force member shall be reimbursed by FEMA for costs incurred by activations outside the scope of this agreement.

L. The County shall act as the central agent for the submission of all reimbursement claims to FEMA through the State, and the disbursement of all compensations from FEMA regarding FEMA-sanctioned US&R Task Force Activities.

M. All equipment purchased under this agreement with matching funds will revert to the Task Force member organization which shared in the matching costs for that equipment at the time that this agreement is dissolved. Equipment purchased upon mobilization through the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288), as amended, is the property of the Federal Emergency Management Agency, and as such, must be included in the Task Force's stand-alone equipment cache and cannot be used for day to day operations.

N. All financial commitments herein are made subject to the availability of funds and the further mutual agreement of the signatory parties.
VII. REPORTING REQUIREMENTS

A. The County will submit quarterly financial and activity reports in accordance with the Comprehensive Cooperative Agreement with the State of Washington, Article VI., Reports.

B. The County will submit to FEMA, SL-CD-PR-OP, Attn: US&R, in writing, all personnel changes as they relate to the composition of the Task Force, including information on personnel training and qualifications upgrades. As new members are admitted to positions on the Task Force, the relevant portions of the qualifications list will also be submitted. Information copies will be sent to the State and to FEMA Region X.

C. The County will submit a copy of the PHS MOA, when it is completed and signed, to FEMA, SL-CD-PR-OP, Attn: US&R. Information copies will be sent to the State and to FEMA Region X.

D. Verification of the Task Force member credentials, as they relate to the criteria outlined in FEMA's US&R Task Force Description Manual, will be submitted by the County to FEMA on an annual basis or at other times as requested by FEMA. Information copies will be sent to the State and to FEMA Region X.

E. After an activation and subsequent demobilization by FEMA after the emergency is over, the County will collect all documentation related to County and Participating Organization costs associated with the activation, including but not limited to personnel costs, administrative costs, equipment repair and replacement, back-fill costs, overtime, and other compensation, and file a master billing to FEMA for reimbursement. Information copies will be sent to the State and to FEMA Region X.

F. FEMA shall send Task Force reimbursement to the County, which will in turn distribute appropriate reimbursement to the Participating Organizations.

VIII. CONDITIONS, AMENDMENTS AND TERMINATION

A. This agreement will commence upon its signing, and will end on December 31, 1994, at which time all parties may agree to renew the agreement. Renewal will be based, among other things, on an evaluation of the Puget Sound US&R Task Force’s ability to conform with training and standards as outlined in FEMA’s US&R Task Force Description Manual.
B. This Memorandum may be modified or amended only by written agreement signed by all parties, and all such amendments will be attached to this agreement. The memorandum may be terminated by any party upon 30 days written notice.

C. FEMA complies with the provisions of Executive Order 11246 of September 24, 1965, as amended; and with the rules, regulations and relevant orders of the Secretary of Labor to the end that "(FEMA) will not discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex or national origin" In addition, use of Federal facilities, supplies and services will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provision of technical assistance and other relief and assistance activities shall be accomplished in an equitable and impartial manner without discrimination on the grounds of race, color, religion, nationality, sex age or economic status.

D. This agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

XI. LIABILITY

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

X. ATTACHMENTS

A. PHS/Specialized DMAT MOU

B. Task Force Personnel Pay and Benefits Schedule
Participating Organization MOA--Puget Sound USAR Task Force

XII. SIGNATURES

Authorized Official Pierce County

Approved as to Form:

Robert J. Reed
Deputy Prosecuting Attorney

Recommended by:

William Lohrey
Director of Pierce County
Department of Emergency Management

Authorizing Official
Participating Organization

Approved as to Form:

Prosecuting Attorney/City Attorney
Participating Organization
MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. PUBLIC HEALTH SERVICE
AND
PIERCE COUNTY
(Tacoma, Washington)
(Sponsor Name)
(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.
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 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:

- Appoint members to a Federal status as PHS employees, issue duty and travel orders as appropriate;
- Compensate members for Federal service and reimburse members for expenses incurred while performing assigned tasks; and
- 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 [Sponsor Name]; and that the Puget Sound Urban SAR Task Force is a FEMA-sanctioned Urban 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 Sutterland
Pierce County Executive

Thomas P. Reutershan
Director
National Disaster Medical System

4/17

Date

APPROVED AS TO FORM:

Robert S. Deel
Deputy Prosecuting Attorney

4/8/93

Recommended by:

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

4/7/93
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.

Attachment B