

# **MEMORANDUM OF UNDERSTANDING**

An understanding has been reached this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Miami Valley Fire/EMS Alliance and the \_\_\_\_\_.  
(Employer/Participating Organization)

## **I. Purpose**

To delineate responsibilities and procedures for Urban Search and Rescue (US&R) under the authority of the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended, 42 U.S.C. 5121, et seq. and relevant State authorities; to outline a basis for cooperation among parties participating in the US&R program of Ohio Task Force One; and to establish fundamental understandings between a member's Participating Organization and Ohio Task Force One.

## **II. Scope**

The provisions of these understandings apply only to US&R Task Force activities performed at the request of the Federal government, provided at the option of the local jurisdiction and the State, and 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 on various projects may be appended to this document as they are developed.

## **III. Definitions**

- a. Activation – the process of mobilizing specific Task Forces to deploy to a designated disaster site or staging area in anticipation of an emergency event. If the Task Force responds to such a mobilization request, the Task Force is to arrive with all equipment and personal gear at a pre-designated Point of Departure within six hours of activation notice.
- b. Alert – the process of informing Task Forces that an event has occurred and that Task Force might be activated at some point within a 12-hour timeframe.
- c. Department of Defense (DoD) – to include military and civilian components. DoD is a support agent for coordinating US&R efforts under Emergency Support Function (ESF) #9, US&R, under the Federal Response Plan.
- d. Disaster Assistance Employee (DAE) – a temporary Federal Employee, hired under the provisions of the Robert T. Stafford Disaster Relief Act.
- e. 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 associated with patient evacuation. Personnel assigned to the Task Force Medical Team are also included in the NDMS system to cover medical liability issues during Task Force deployments.
- f. 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.
- g. FEMA – the Federal Emergency Management Agency
- h. Incident Commander – the individual in charge of coordinating response activities within the disaster area; under normal circumstances this individual will be an emergency manager from the

local community responsible for incident activities including the development and implementation of strategic decisions and for approving the allocation of resources.

- i. Operational Equipment – that equipment which is required by FEMA for Task Force operations, as specified in the FEMA National US&R Response System Personnel, Equipment, and Administration Manual.
- j. Participating Organization – a public or private entity or individual that provides personnel and/or other resources to support the Task Force.
- k. Personal Protective Equipment (PPE) – Items worn or carried by a Task Force member to prevent physical harm. This includes, but is not limited to: rescue helmet, NFPA-rated leather work boots, leather gloves, 100% cotton or Nomex battle dress uniform (BDUs), eye protection, hearing protection, helmet-mounted light, and hand carried flashlight.
- l. Personal Equipment – that equipment which is brought by the Task Force member for personal support requirements of a 72-hour self-sufficiency period. This equipment is not included on the FEMA equipment list in the FEMA National US&R Operation System Description, but is taken by the Task Force member to sustain his/her personal needs.
- m. Sponsoring Agency – The Miami Valley Fire/EMS Alliance, which provides administrative and other resources to support the Task Force.
- n. Ohio EMA – The State of Ohio Emergency Management Agency
- o. Task Force – Ohio Task Force One, an integrated collection of personnel and equipment meeting standardized capability criteria for addressing the special needs of US&R. Ohio Task Force One is comprised of, but not limited to, membership of the Miami Valley Urban Search and Rescue Task Force.
- p. Task Force Leader – an individual responsible for team training, equipment maintenance, mobilization and tactical direction of the Task Force.
- q. Urban Search and Rescue (US&R) –special tactics, personnel and equipment suited to the unique lifesaving problems presented in structural collapse situations.

#### **IV. Responsibilities**

A. Ohio EMA is responsible for:

- 1. Maintaining 24-hour alert capabilities, including a point-of-contact or duty officer available at all times.
- 2. Implementing FEMA’s alert and activation procedure of the Task Force when requested by FEMA.
- 3. Document control in order to ensure that all agreed upon reports are directed to their respective FEMA Regional Point of Contact.
- 4. Reimburse the Sponsoring Agency and/or Participating Organizations for direct costs incurred as a result of a state-requested Task Force response. This is to include items specified in Appendix B – “Memorandum of Understanding between Miami Valley Fire/EMS Alliance and Urban Search and Rescue Task Force (OH-TF1).

B. FEMA is responsible for:

- 1. Oversight and management of the National Urban Search and Rescue Response System.
- 2. Coordination of System assets.
- 3. Assessing disaster in relation to need for US&R Task Forces.

4. Initiating the notification process to include verbal and written Alert and Activation orders.
  5. Reimburse costs incurred as a result of a Federal-requested Task Force response. This is to include items specified in Appendix A – “Excerpts from MoA”. Also reference, V.A.
- C. DoD is responsible for:
1. Deploying US&R Task Forces from designated point of departure and moving Task Forces to and from disaster site.
  2. Logistical, maintenance and other support to deployed US&R Task Forces.
  3. Coordinating the replacement and/or rehabilitation of damaged or destroyed equipment used in the course of the US&R Task Force operations.
- D. The Sponsoring Agency is responsible for:
1. Recruiting and organizing a Task Force, according to guidelines prescribed in the FEMA Urban Search and Rescue System Description Manual.
  2. Providing other resources as appropriate or as assigned by the Task Force with the concurrence of the Participating Organization.
  3. Developing, practicing and implementing an internal call-out system for personnel assigned to the Task Force.
  4. Providing appropriate documentation of expenses incurred during Task Force activation or other emergency related activity to either Ohio EMA or FEMA in order to facilitate the Participating Organization’s cost recovery activities.

## V. Understandings

### A. Personnel

- i. Ohio Task Force One Understands that:
  1. Task Force members are first employees or members of their Participating Organization and the Task Force cannot impact the employer/employee relationship without employer (Participating Organization) approval.
  2. The operations and administration of the Participating Organization takes precedence over Task Force issues.
  3. Emergencies or other critical circumstances may prohibit the involvement of a member in a Task Force activation, attendance at training activities, planning sessions or other Task Force activities.
- ii. The Participating Organization understand that:
  1. They will make efforts to allow for and facilitate member participation in training and drills to meet Task Force requirements and to increase the member’s safety and competence.
  2. The Task Force is a response entity and expectations are that members will be allowed to respond as requested.
  3. Members must be covered under Workman’s Compensation or other health care insurance when a member is participating in non-deployment/non-FEMA sanctioned activities. This includes training, work details, or ground support during alert and activation processes.
  4. Safety and personal protection are a Task Force priority and all attempts and provisions should be made to outfit the member in Task Force approved Personal Protective Equipment (PPE.) Note: As previously stated, the Task Force cannot demand a Participating Organization provide PPE, however the Task Force does retain the right to deny a member’s participation if his/her safety and well-being are in question.
  5. Successful Task Force development and operations require the assistance and participation of all members. Members may be called upon to perform or assist in completing administrative, planning or preparedness tasks, which may require

limited on-duty time requirements when such duties or projects do not interfere with other important work-related tasks.

6. Consistent communications must be maintained between the member, Participating Organization, Task Force and the sponsoring Agency. To accomplish this, the Participating Organization should appoint a person to act as liaison and be allowed to attend important meetings and functions in order to be current in Task Force issues and developments.
7. If a member is no longer available, the sponsor understands the need to notify the Task Force in a timely fashion and that any Task Force issued property be returned upon separation.

## **B. Equipment/Materials**

### **i. Ohio Task Force One understands that:**

1. Emergencies or other unusual circumstances may prevent the immediate availability of the equipment or materials being offered for Task Force use.
2. Ownership of equipment/materials remains with the Participating Organization until such a time when the Task Force purchases the equipment or materials or if the Participating Organization should donate the equipment outright.
3. The Task Force is responsible for the use of the equipment or material while in the possession of the Task Force. Any gross mishandling, misuse or improper operation of the item is the responsibility of the Task Force.
4. Only equipment/materials specifically listed on the Equipment/Materials Affidavit are for Task Force uses. Use of any other equipment not listed is unacceptable without expressed consent of the Participating Organization.

### **ii. The Participating Organization understands that:**

1. Equipment/Materials listed on the Equipment/Materials Affidavit must be routinely maintained by the Participating Organization while in its possession. This includes any maintenance and repair as a result of normal, non-Task force use.
2. When at all possible, listed equipment should be made available to the Task Force for training activities.
3. US&R environments are harsh and some damage may occur from normal use. The Task Force will replace an item when damage occurs during Task Force use only when said damage renders that equipment unusable.
4. Equipment offered to the Task Force as listed on the Equipment/Materials Affidavit may be physically tagged with Task Force marking labels for identification and tracking purposes.
5. Equipment/Materials be made available on a 24-hour/365 day basis and all possible arrangements are made to make these items accessible in an emergency; including, but not limited to, any internal policies or authorizations necessary for the rapid release of their items.
6. If any or all of the equipment/materials becomes temporarily or permanently unavailable for Task Force use, timely, written notification is given.

## **VI. Liabilities**

### **A. Disclaimer**

The following information is offered in good faith to outline liability issues as currently understood by Ohio Task Force One. Much of this material was gained from a presentation by FEMA counsel at the Task Force Leaders meeting at Mount Weather Emergency Assistance Center the week of September 15, 1997. All Participating Organizations are encouraged to seek further understanding relating to these issues and NOT rely on this document as their sole source of information. The FEMA US&R Legal issues Working Group is actively investigating and resolving these issues under the authority of the FEMA US&R Advisory committee as authorized by Congress.

## **B. Scope**

The following information relates only to Federal activation of FEMA US&R Task Forces and to FEMA Task Force operating during FEMA-sanctioned training and drills.

## **C. Coverage of Federal Worker's Compensation**

### **1. Activation**

Federal Worker's Compensation applies to those Task Force members who are listed on a 80-person deployment list. It specifically does not apply to individuals who are standing by or assisting during deployment activities. Time of coverage starts at the time noted on the written, Federal Activation notice and ends as specially listed on the written, demobilization order.

### **2. Training/Drills**

Federal Worker's Compensation applies to those Task Force members who are specifically rostered and participating in a FEMA-sanctioned drill or training.

## **D. Coverage of Federal Tort Liabilities**

### **1. Activation**

The Federal Tort Liabilities Act covers activated Task Force members while performing within their scope of work during a deployment. Members are subject to liability for firearm use, substance abuse, or preventable injury. Coverage extends only to members who deploy with complete paperwork in place including the Appointment Affidavit.

### **2. Training**

There is currently no Federal Tort liability coverage for members participating in FEMA-sponsored training.

## **VII. Deployment Reimbursement**

### **A. Disclaimer**

The following information is provided in good faith as a basic outline of cost recovery for Task Force deployments. All cost recovery issues are subject to specific language in existing Memorandum of Agreement between FEMA and the Sponsoring Agency. Information provided is gathered on current knowledge of the MOA and other FEMA publications. Currently there are fiscal issues being further refined by the FEMA US&R Response System.

### **B. Scope**

The following information applies to individuals who actually deploy with the Task Force as part of the 80-member roster and to those individuals who specifically replace a deploying member as allowed by the MOA.

### **C. Responsibilities**

#### **1. Participating Organization**

- a. Maintain a current listing of Task Force members and their compensation package on file with the Task Force. This information must be updated by the Participating Organization as needed.
- b. Must submit accurate and honest information.
- c. Must submit all required information to the Task Force after a mission in order to fully complete required paperwork.
- d. The Task Force IS NOT responsible for failure to reimburse if a Participating Organization fails to fulfill required information within a timely period.

#### **2. Ohio Task Force One**

- a. Must maintain accurate and orderly files and records.
- b. Will compile and format reimbursement information for submittal to FEMA.

- c. Will maintain accurate records of member activities during Task Force deployments.
- d. Will file, through the Sponsoring Agency, the necessary reimbursement paperwork.

**D. Coverage**

See Appendix A – “Excerpt from MOA”

**VIII. Conditions, Amendments and Terminations**

**A. Conditions**

Ohio Task Force One and FEMA comply 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, age, gender, or national origin. In addition, use of Federal facilities, supplies, and services will be in compliance with regulations prohibiting duplication of benefits and guaranteeing non-discrimination. 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.

**B. Amendments and Termination**

This Memorandum of Understanding (MOU) may be modified or amended only with the written agreement of all parties, and all amendments will be attached to this agreement. Either party, upon 30 days written notice to the other party, may terminate the MOU.

The parties hereby acknowledge the foregoing as the terms and conditions of their understanding:

\_\_\_\_\_  
Participating Organization Name

MIAMI VALLEY FIRE/EMS ALLIANCE

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Sponsoring Agency Chief

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MOU-ATTACHMENT B  
PERSONNEL AFFIDAVIT**

I, \_\_\_\_\_, have read and understand the preceding  
**(Participating Organization Head)**

MOU, and acknowledge that the following individuals have offered to train and deploy with Ohio Task Force One subject to the provisions and understandings noted in the MOU.

As employer, I support the below individual(s) participation, and understand their deployment may cause some organizational disruption. I also understand that this relationship may be terminated as outlined in the MOU.

<u><b>EMPLOYEE NAME</b></u>	<u><b>S.S. #</b></u>

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Participating Organization Head**

Note: Additional names and SS#'s may be added on reverse of this page.