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OFFICE OF THE CITY CLERK
OAKLAND
2009 APR 30 PM 6:47

CITY OF OAKLAND
AGENDA REPORT

TO: Office of the City Administrator
ATTN: Dan Lindheim
FROM: Oakland Fire Department
DATE: May 12, 2009

RE: Resolution Authorizing The City Administrator To Enter Into Memorandums Of Agreement Regarding Participation In The National Urban Search & Rescue Response System With 1) The U.S. Department Of Homeland Security Acting Through The Federal Emergency Management Agency And The State Of California, And 2) Other Agencies And Personnel In Participating And Affiliated Relationships

SUMMARY

The Federal Emergency Management Agency (FEMA) has been the funding source for 28 Urban Search and Rescue (USAR) teams nationally since the program's inception in the early 1990's. During this period the City of Oakland, through its Fire Department, has sponsored one of these teams, California Task Force 4 (CA-TF 4). FEMA requires that all 28 USAR teams have a Memorandum of Agreement (MOA) outlining the roles and responsibilities of all participants in order to receive federal cooperative agreement funding. FEMA also requires that existing or new Participating Agencies and Affiliated Personnel of CA-TF 4 sign updated agreements with the City of Oakland Fire Department (OFD) that mirror this new MOA. Our annual cooperative agreement funding is granted under the conditions specified in the MOA. Since the current MOA with FEMA has been in effect since 1994, and FEMA has updated this document to be consistent with new Federal laws, the City has been asked to enter into this new, updated MOA. This Agreement has no expiration date and will remain in effect unless terminated. This Agreement may be terminated by any party upon 30 days written notice.

FISCAL IMPACT

There is no adverse fiscal impact. This MOA provides the legal language that allows OFD to receive annual FEMA Cooperative Agreement funding. Staff will return to Council for each new Cooperative Agreement.

Item: _____
Public Safety Committee
May 12, 2009

BACKGROUND

Since the World Trade Center disaster on September 11, 2001, Congress has taken the National USAR program and funded it to a higher level. The 28 teams have broadened their mission capabilities from the handling of natural disasters (i.e., flood, earthquakes, etc.) to include weapons of mass destruction (WMD) and terrorist incidents. In the past, CA-TF 4 has sent overhead personnel and/or responded with rescue teams to: Northridge California for its earthquake, Oklahoma City for the Federal Building bombing, New York City for the World Trade Center Bombing, West Texas for the Challenger Shuttle disaster, New Orleans and Biloxi for Hurricane Katrina, Houston for Hurricane Rita, Miami for Hurricane Wilma, North West Florida for Hurricane Ernesto, and Texas for Hurricanes Gustav and Ike. **For each of these deployments all costs were fully reimbursed by FEMA.**

KEY ISSUES AND IMPACTS

Unless Oakland's USAR team continues to equip and train as per FEMA guidelines they will not be a part of FEMA's national system and will lose federal government funding. As all USAR teams are first and foremost a local asset, the City would limit its ability to respond to WMD and/or natural disaster incidents in Oakland or other local jurisdictions.

PROJECT DESCRIPTION

The purpose of the FEMA USAR Memorandum of Agreement is to allow each National Urban Search and Rescue Task Force the opportunity to raise its standard and condition of operational readiness as an available FEMA, State, Regional and local resource.

SUSTAINABLE OPPORTUNITIES

Economic:

CA-TF 4 provides opportunities to local vendors and merchants. Whenever possible, and unless otherwise directed by FEMA agreements, cooperative agreement monies are spent locally.

Environmental:

CA-TF 4 recycles waste products and uses environmentally safe practices in the handling of the various materials used.

Social Equity:

CA-TF 4 is 1 of 8 teams in California and 1 of 28 USAR Teams nationwide. The Oakland USAR Team will be used as a local asset in the event of a local natural disaster, accident or terrorist attack. If the team is needed in Oakland or surrounding communities, it will respond to local needs first. CA-TF 4 would be taken out of consideration for national deployment if it was needed locally.

Disability and Senior Citizen Access:

With this continued funding the Task Force will be better prepared to respond to the City of Oakland's needs in a time of emergency. Many lives will be saved due to the rapid response with sophisticated equipment to detect and extricate victims, especially to those people who would have difficulty to "self rescue" in times of disaster.

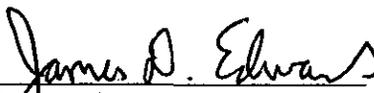
RECOMMENDATION AND RATIONALE

Staff recommends that the City Administrator be authorized to enter into a Memorandum of Agreement with the U.S. Department of Homeland Security, acting through the Federal Emergency Management Agency, and the State of California regarding participation in the National Urban Search & Rescue Response System.

ACTION REQUESTED OF THE CITY COUNCIL

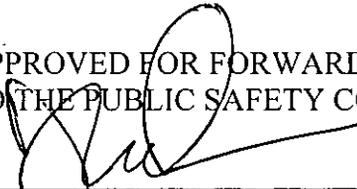
Staff recommends that the City Council approve the resolution.

Respectfully submitted,

For 
Gerald Simon
Interim Fire Chief

Prepared by: Mark Hoffmann
Assistant Chief

APPROVED FOR FORWARDING
TO THE PUBLIC SAFETY COMMITTEE



Office Of The City Administrator

Item: _____
Public Safety Committee
May 12, 2009

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OAKLAND

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**MEMORANDUM OF AGREEMENT
FOR PARTICIPATION IN
THE NATIONAL URBAN SEARCH & RESCUE RESPONSE SYSTEM**

Memorandum of Agreement between the U.S. Department of Homeland Security acting through the Federal Emergency Management Agency, the State of California ("State"), and the City of Oakland, Oakland Fire Department, the Sponsoring Agency of California Task Force 4 ("Sponsoring Agency"), regarding participation in the National Urban Search & Rescue Response System.

I. PARTIES

The parties to this Agreement are the Department of Homeland Security, acting through the Federal Emergency Management Agency, the State of California, and the City of Oakland, Oakland Fire Dept., the Sponsoring Agency of California Task Force 4.

II. AUTHORITY

This Agreement is authorized under the Homeland Security Act as amended (6 U.S.C. §§ 101 et seq.); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121-5206); and the National Urban Search & Rescue Response System Interim Final Rule, 70 Fed. Reg. 9182 (Feb. 24, 2005), codified at 44 CFR Part 208. (Upon the effective date of a Final Rule, the Final Rule will supersede the cited Interim Final Rule and its provisions shall prevail over any contrary provisions of the Interim Final Rule.)

III. PURPOSE

This Agreement sets forth responsibilities with respect to participation in the National Urban Search & Rescue Response System.

IV. DEFINITIONS

A. DHS means the Department of Homeland Security.

FEMA means the Federal Emergency Management Agency, an operational component of DHS.

FEMA-Sanctioned Training or Exercise means a training session or exercise sponsored by an organization other than FEMA, which has received FEMA approval.

Regulations means the National Urban Search & Rescue Response System regulations published at 44 CFR Part 208.

Preparedness Cooperative Agreement means a Preparedness Cooperative Agreement as defined in Section 208.2 of the Regulations.

Stafford Act means the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121-5206).

System Resources means System Members, canines, tools and equipment maintained by a Sponsoring Agency, Participating Agency, or Affiliated Personnel for use as part of the System.

Task Force Program Manager means the person designated by the Sponsoring Agency to be responsible for the day-to-day administration and management of the Task Force.

- B. The following terms, as used in this Memorandum of Agreement, have the meaning set forth in the Stafford Act at 42 U.S.C. § 5122:

Major Disaster

Emergency

- C. The following terms, as used in this Agreement, have the meaning set forth in Section 208.2 or 208.32 of the Regulations:

Activated or Activation

Advising or Advisory

Affiliated Personnel

Alert

Demobilization Order

Participating Agency

Preparedness Cooperative Agreement

Sponsoring Agency

System or National Urban Search & Rescue Response System

System Member

Task Force

US&R or Urban Search and Rescue

V. RESPONSIBILITIES

- A. DHS, through FEMA, is responsible for developing and administering the System, and its responsibilities include:
1. Promulgating the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 2. Maintaining overall direction and control of System Resources engaged in System activities, as contemplated in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 3. Maintaining an advisory and consultative structure for communicating and consulting with System participants with respect to the responsibilities set forth in this section, as appropriate;
 4. Preparing, providing, and maintaining a Preparedness Cooperative Agreement and a Response Cooperative Agreement with the Sponsoring Agency, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 5. Providing preparedness funding to the Sponsoring Agency, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 6. Developing, scheduling, and delivering FEMA-Sponsored Training and Exercises;
 7. Granting FEMA sanction to training and exercises in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 8. Maintaining overall direction and control of System Resources engaged in FEMA-Sanctioned Training and Exercises and FEMA-Sponsored Training and Exercises;
 9. Evaluating System and performance in accordance with the Regulations, standards, policies and procedures and directives of the System;
 10. Advising, Alerting, Activating and Demobilizing System Resources;
 11. Obtaining the consent of the State, if applicable, and the Sponsoring Agency to Alert or Activate System Resources, in accordance with the Regulations, standards, policies and procedures of the System;

12. Appointing System Members into Federal service at appropriate times;
13. Taking steps as necessary to ensure coverage for System Members under the Federal Employees Compensation Act, the Federal Tort Claims Act, and the Public Safety Officers Benefit Act during FEMA-Sponsored Training and Exercises, FEMA-Sanctioned Training and Exercises, Alert, and Activation, to the extent allowed by law;
14. Processing claims for Federal employee benefits, as set forth in the Regulations and this Agreement;
15. Maintaining overall direction and control of System Resources engaged in System activities during Activation;
16. Providing ground, air, rail, or marine transportation for System Resources during Alert or Activation, as required;
17. Providing re-supply and logistical support for System Resources during Activation;
18. Establishing, developing, administering, Advising, Alerting, Activating, Demobilizing, and maintaining overall direction and control of System management teams, as appropriate;
19. Notifying the Sponsoring Agency prior to FEMA Alerting, Activating, or Deactivating a Task Force member for participation on a System management team or in a technical function;
20. Scheduling and conducting periodic meetings of System advisory committees and other consultative bodies;
21. Processing claims for reimbursement in accordance with the Regulations; and
22. Ensuring proper coordination and cooperation within FEMA, between FEMA and other DHS components and entities, and between FEMA and other Federal, state, local, and private-sector entities for the purpose of System activities.

B. The State, if applicable, is responsible for:

1. Maintaining 24-hour per day capability to receive a request for Alert or Activation of System Resources and to accept or decline the request within one hour; and
2. Using Task Forces resident within the State as State assets before requesting additional Task Forces from FEMA in anticipation of, or in

response to, a disaster or emergency within the State for which the State or its local governments have primary responsibility, unless the resources have been otherwise committed.

- C. The Sponsoring Agency is responsible for organizing and administering the Task Force, and this responsibility includes the following:
1. Recruiting and training the Task Force, according to the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System promulgated by FEMA;
 2. Designating a Task Force Program Manager, as well as other such persons as required by the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 3. Executing a Preparedness Cooperative Agreement and a Response Cooperative Agreement with FEMA, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 4. Providing administrative, financial, and personnel management for the Task Force, to include providing FEMA with all documentation required to appoint System Members into Federal service;
 5. Maintaining such agreements with Participating Agencies and Affiliated Personnel as are required under the Regulations, standards, policies, directives, procedures, and overall concept of operations for the System. Agreements with Participating Agencies and Affiliated Personnel for System activities must be consistent with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System, and this Memorandum of Agreement. All agreements with Participating Agencies must include an express authorization for the Sponsoring Agency to commit an employee of the Participating Agency to Federal service. All agreements with Affiliated Personnel must include an express authorization for the Sponsoring Agency to commit the individual to Federal service;
 6. Registering and qualifying all Task Force medical personnel, as required under the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 7. Requesting FEMA sanction for training and exercises, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 8. Notifying FEMA when there is a change in the operational status of the

Task Force;

9. Maintaining 24-hour per day capability to receive a request for Alert or Activation of System Resources and to accept or decline the request within one hour;
10. Acquiring, maintaining, and accounting for equipment, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
11. Complying with financial, administrative, acquisition, reimbursement, and reporting requirements set forth in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
12. To the extent that the Sponsoring Agency chooses to provide System Members for System management teams and technical functions, or for any FEMA advisory and consultative entities, complying with financial, administrative, acquisition, reimbursement, and reporting requirements set forth in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System with respect to these System Members;
13. Keeping all records relating to the Task Force, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
14. Submitting to FEMA, upon request, a copy of any agreements it maintains with any Participating Agency and Affiliated Personnel; and
15. Processing state and local employee benefit claims for which a System Member may be eligible.

VI. POINTS OF CONTACT

A. DHS/FEMA:

Acting Chief, Urban Search & Rescue Branch
Federal Emergency Management Agency
U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472
(202) 646-3456

B. Sponsoring Agency

Chief, Oakland Fire Dept.
150 Frank Ogawa Plaza, Suite 3354

VII. OTHER PROVISIONS

A. Financial Arrangements

1. FEMA shall provide the Sponsoring Agency with funding for preparedness activities pursuant to a Preparedness Cooperative Agreement, in accordance with the Regulations.
2. FEMA shall reimburse the Sponsoring Agency for costs incurred in System response activities pursuant to a Response Cooperative Agreement, in accordance with the Regulations.
3. All financial commitments are subject to the availability of funds. Nothing in this Agreement obligates funds of the respective parties.

B. Title to Equipment

1. Title to equipment purchased and maintained by the Sponsoring Agency with funds provided under a cooperative agreement prior to February 24, 2005 vests in the Sponsoring Agency in accordance with 44 CFR § 13.32(a).
2. Title to equipment purchased and maintained by the Sponsoring Agency with funds provided under a Preparedness Cooperative Agreement vests in the Sponsoring Agency in accordance with 44 CFR § 13.32(a).
3. Title to equipment purchased by DHS, and distributed to and maintained by the Sponsoring Agency, remains vested in DHS in accordance with 44 CFR § 13.32(f), unless transferred to the Sponsoring Agency under applicable Federal regulations.

C. Use of Sponsoring Agency Resources

1. Offer, consent and acceptance of services, facilities and employees

The Sponsoring Agency and the State offer and consent to FEMA's use of their services, facilities, and employees as specifically described in this Memorandum of Agreement with respect to the System, and FEMA accepts the offer of such services, facilities, and employees in carrying out the purposes of the Sections 306(a) and 621(c)(1) of the Stafford Act, 42 U.S.C. §§ 5149(a) and 5197(c)(1).

2. Appointment into Federal Service

a. FEMA will appoint System Members into Federal service pursuant to section 208.11 of the Regulations, as follows:

- (1) When instructing or participating in FEMA-Sanctioned Training and Exercises;
- (2) When instructing or participating in FEMA-Sponsored Training and Exercises;
- (3) When undertaking specific duties required by FEMA during an Alert to prepare for Activation; and
- (4) When Activated.

b. At all such times when System Members are appointed into Federal service, those System Members will be under FEMA's overall direction and control.

c. A System Member's appointment into Federal service is concurrent with a System Member's employment with the Sponsoring Agency or other entity.

D. Coverage under Federal statutes; FEMA's intent

1. Pursuant to section 208.11 of the Regulations, it is FEMA's intent that on the basis of subsections C.1. and 2., above, System Members appointed into Federal service are Federal employees during the activities described in subsection C.2.a., above, for the purposes of the following acts:

- a. The Federal Employees Compensation Act.
- b. The Federal Tort Claims Act.

2. System Members appointed into Federal service are Public Safety Officers during the activities described in subsection C.2.a., above, as defined in the Public Safety Officers Benefit Act, 42 U.S.C. § 3796b.

3. No individual may participate in the Task Force who is not an employee of the Sponsoring Agency, an employee of a Participating Agency, or an Affiliated Personnel.

4. Nothing contained within this Agreement is intended to diminish a System

Member's non-Federal employment rights, relationships, or entitlements to non-Federal pension or welfare benefits.

- E. FEMA, the State, and the Sponsoring Agency will not discriminate against any System Member or applicant for a position as a System Member on the grounds of race, color, religion, sex, age, national origin, or economic status in fulfilling any and all obligations under this Memorandum of Agreement.
- F. 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, sex, age, national origin, or economic status.

VIII. EFFECTIVE DATE

The terms of this Agreement will become effective on the date that the last party signs this Agreement.

IX. MODIFICATION, AMENDMENT, AND TERMINATION

- A. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force.
- B. This Agreement may be modified or amended only with the written agreement of all of the parties.
- C. This Agreement remains in effect unless terminated. This Agreement may be terminated by any party upon 30 days written notice.
- D. This Agreement is the full and complete agreement between the undersigned parties, and supersedes any prior agreement between the parties, written or oral, with the exception of an existing Preparedness Cooperative Agreement or Response Cooperative Agreement.
- E. This may be executed in several counterparts, each of which is a valid agreement, provided that all parties to the Memorandum of Agreement have executed at least one original copy of the Memorandum of Agreement.

X. EXECUTION

Glenn M. Cannon
Assistant Administrator
Disaster Operations Directorate
Federal Emergency Management Agency

Date: _____

Regional Administrator

Date: _____

Director
State Emergency management Agency

Date: _____

Dan Lindheim
City Administrator
City of Oakland

Date: _____

Gerald Simon
Interim Fire Chief
Oakland Fire Department

Date: _____

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2009 APR 30 PM 6:48

MEMORANDUM OF AGREEMENT
BETWEEN

THE CITY OF OAKLAND FIRE DEPARTMENT

AS THE SPONSORING AGENCY
OF CALIFORNIA TASK FORCE 4
OF THE NATIONAL URBAN SEARCH AND RESCUE RESPONSE SYSTEM

AND

[_____]

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; [_____] will serve as a Participating Agency for the California Task Force 4 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. Sponsoring Agency:

City of Oakland Fire Department
150 Frank Ogawa Plaza, Suite 3354
Oakland, CA 94612
(510) 238 - 3856

1.2. Participating Agency:

[Name, address, telephone number and other desired identifying information.]

2. RECITALS

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

- 2.1 Sponsoring Agency. Sponsoring Agency is a cooperating party under a "Memorandum of Agreement" dated [_____] with the Federal Emergency Management Agency ("FEMA") and the State of California. A copy of the Memorandum of Agreement (the "FEMA MOA") is attached to this Agreement as Appendix "A" and incorporated by reference.

- 2.2 National Urban Search & Rescue Response System. 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 Task Forces. 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 California Task Force 4. The City of Oakland Fire Department is the Sponsoring Agency for California Task Force 4 (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 Participating Agency. [Name of Participating Agency] desires to be a Participating Agency in the Task Force, subject to all of the provisions of this Agreement.
- 2.6 Applicable Provisions. 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"), attached as Appendix "B," as well as the provisions of the FEMA MOA, attached as Appendix "A." 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 in Appendix "B" and shall prevail over any contrary provisions of the Interim Final Rule or the FEMA MOA.
- 2.7 Definitions of Terms. 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 Participating Agency.
- 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," as well as other pertinent information about them will be maintained by the CA-TF4 Program Office, available for inspection.
- 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.
- 3.1.3 The Parties will cooperate with each other 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 have such coverage for third party liability and workers' compensation as all Task Forces and their System Members under Federal law, the scope of which is generally described in Appendices "A" and "B."

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. Participating Agency shall provide proof of such coverage prior to execution of this Agreement and updated proofs, prior to coverage expiration thereafter.

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 30 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.*

3.3.2.3 Participating Agency shall provide Sponsoring Agency with employee Salary Schedules or other compensation information for its Participants at least annually, or as changes occur in compensation rates payable to Participants. Other pertinent Participant data required by Sponsoring Agency shall be provided as described in Appendix "C".

3.3.2.4 To ensure proper reimbursement from FEMA, the compensation of Participants on the Task Force shall be in accordance with submitted pay schedules and policies established by Appendix "C" 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 Reporting And Record Keeping Requirements.

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

3.4.2 The Sponsoring Agency shall issue a Task Force Picture Identification Card for all individuals listed in Appendix [see Section 3.1.1].

3.4.3 Participating 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, including Appendix "C".

3.5 Mandatory Minimum Requirements For Participation. 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 Sponsoring Agency.

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 the Sponsoring Agency 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 for use in Task Force activities and operations. In the event of Activation, Participant shall provide certain additional items of personal clothing and equipment. All these matters are detailed specifically on the CA-TF 4 Website and in Appendix "C". 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 System, as specified by the Sponsoring Agency. The Sponsoring Agency shall specify the design of the uniform and any identifying insignia or markings.

3.7 Command, Control and Coordination.

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, except to the extent that disclosure is required by court order or California law.

3.8.2 All applicable federal, state, and local public information disclosure laws and 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 Rules of Conduct.

3.9.1 All Participants will be expected to abide by the rules 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 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 available via the CA-TF 4 Website, presented to your Agency representative at monthly Executive Committee meetings and are contained in Appendix "C".

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.

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 updated as necessary.

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 number of hours; also see Section 3.5.5 hours 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.

4. GENERAL PROVISIONS

- 4.1 Effective Date. This Agreement shall be effective _____, and when it has been duly and regularly authorized and executed by both parties.
- 4.2 Authority. 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 California law, in furtherance of the purposes of the National Urban Search and Rescue Response System.
- 4.3 Contents of the Agreement. Upon its execution, the Agreement consists of this Agreement, along with the following Appendices and other attachments, if any:
- 4.3.1 Appendix "A" - The currently effective Memorandum of Agreement between FEMA, the State of California, and the Sponsoring Agency, by which the Oakland Fire Department is appointed as and has agreed to serve as Sponsoring Agency for the Task Force.
- 4.3.2 Appendix "B" - The federal regulations published on February 24, 2005 in the Federal Register as the Interim Final Rule at Vol. 70, No. 36, pages 9182-9203.
- 4.3.3 Appendix "C" - CA-TF 4 Participating Agency and Affiliated Personnel Information Manual
- 4.4 Amendments and Termination.
- 4.4.1 . 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.
- 4.4.2 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.
- 4.5 Miscellaneous Provisions.
- 4.5.1 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.
- 4.5.2 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 California.
- 4.5.3 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.
- 4.5.4 Each party shall at all times observe and comply with all applicable federal, state and local laws, rules and regulations.
- 4.5.5 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.

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

4.5.7 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.

4.5.8 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.

4.5.9 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.

4.5.10 Neither the United States of America or the State of California is a party to this Agreement.

4.5.11 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.

4.5.12 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.

4.5.13 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.

5. EXECUTION

This Agreement was executed by the parties on the dates shown below.

Sponsoring Agency:

Date: _____

City of Oakland

By _____
City Administrator

Approved for Form and Legality

By _____
Fire Chief

City Attorney's Office

Resolution No. _____ C.M.S.

Participating Agency:

Date: _____

[_____]

By _____

Title: _____

By _____

Title: _____

MEMORANDUM OF AGREEMENT
BETWEEN

THE OAKLAND FIRE DEPARTMENT

AS THE SPONSORING AGENCY
OF CALIFORNIA TASK FORCE 4

AND

[_____]
AN INDIVIDUAL SERVING AS AFFILIATED PERSONNEL
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; [_____] will serve on the California Task Force 4 as Affiliated Personnel. 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 entity and individual:

1.1. Sponsoring Agency:

Oakland Fire Department
150 Frank Ogawa Plaza, Suite 3354
Oakland, CA 94612
(510) 238 – 3856

1.2 Affiliated Personnel:

[Name, address, telephone number and other desired identifying information.]

2. RECITALS

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

2.1 Sponsoring Agency. Sponsoring Agency is a cooperating party under a "Memorandum of Agreement" dated [_____] with the Federal Emergency Management Agency ("FEMA") and the State of California. A copy of the Memorandum of Agreement (the "FEMA MOA") is attached to this Agreement as Appendix "A" and incorporated by reference.

2.2 National Urban Search & Rescue Response System. 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 Task Forces. 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 California Task Force 4. The Oakland Fire Department is the Sponsoring Agency for California Task Force 4 (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 Affiliated Personnel. [Name of Affiliated Personnel] desires to serve as Affiliated Personnel in the Task Force, subject to all of the provisions of this Agreement.
- 2.6 Applicable Provisions. 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"), attached as Appendix "B," as well as the provisions of the FEMA MOA, attached as Appendix "A." 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 in Appendix "B" and shall prevail over any contrary provisions of the Interim Final Rule or the FEMA MOA.
- 2.7 Definitions of Terms. 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 Affiliated Personnel.
- 3.1.1 Affiliated Personnel agrees to serve in the following designated position on the Task Force:
[Indicate designated position.]
- 3.1.2 Affiliated Personnel further agrees that he/she will meet the required qualifications for the position to be filled, will accomplish the required training specified in this Agreement and will satisfy other conditions of preparedness and response as required by the Sponsoring Agency.
- 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. Affiliated Personnel 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 Appendices "A" and "B." Except as afforded by the federal government, state volunteer statutes, or as required of Sponsoring Agency under applicable

law, the responsibility for risks associated with claims for third party liability and workers' compensation arising out of participation in the Task Force are assumed by and remain the responsibility of Affiliated Personnel and are not under any circumstances, the responsibility of Sponsoring Agency.

3.3 Financial Provisions.

3.3.1 Preparedness Funds

3.3.1.1 In its sole discretion, Sponsoring Agency may utilize for the benefit of Affiliated Personnel such preparedness grant funding as Sponsoring Agency shall be eligible to and does receive from FEMA. Any such utilization 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 utilized as Sponsoring Agency determines in its discretion. Sponsoring Agency shall utilize such funding 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 Affiliated Personnel for response expenses that are authorized to be incurred by or for the benefit of System Members 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, Affiliated Personnel shall provide Sponsoring Agency with relevant financial information to be submitted by Sponsoring Agency as part of an overall claim package which Sponsoring Agency is obliged to submit to FEMA. The financial information shall be submitted to the Sponsoring Agency within 30 days after the end of the Personal Rehabilitation Period established by FEMA. The financial information shall be prepared and submitted in conformance with applicable federal directives which Sponsoring Agency shall disseminate to Affiliated Personnel.

3.3.2.3 To ensure proper reimbursement from FEMA, the compensation of Affiliated Personnel shall be in accordance with pay schedules and policies established by the Interim Final Rule, from the time of activation and until the Task Force returns, is deactivated and Participants are returned to regular work schedules. Specific provisions governing the compensation and other financial arrangements with Affiliated Personnel are detailed in the CA-TF 4 Administrative Manual.

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

3.3.2.5 Affiliated Personnel shall not be reimbursed for costs incurred outside the scope of this Agreement.

3.4 Reporting And Record Keeping Requirements.

3.4.1 Affiliated Personnel shall provide to the Sponsoring Agency such records as are set forth in the CA-TF 4 Administrative Manual.

3.4.2 Sponsoring Agency shall issue a Task Force Picture Identification Card to Affiliated Personnel.

3.4.3 Affiliated Personnel shall provide prompt and accurate reporting as specified in this Agreement and the CA-TF 4 Administrative Manual.

3.5 Mandatory Minimum Requirements For Participation. Affiliated Personnel must satisfy all of the following for participation on the Task Force.

3.5.1 Affiliated Personnel shall be of good moral character and shall not have been convicted of any felony or any other criminal offense involving moral turpitude.

3.5.2 If 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, Affiliated Personnel must hold the appropriate authorization, which must be current and validly issued. In particular, Affiliated Personnel must hold the authorization(s) referred to in the CA-TF 4 Administrative Manual.

3.5.3 Subject to any applicable FEMA standards, Affiliated Personnel must meet the medical/fitness standards required by Sponsoring Agency and not have any medical condition or disability that will prevent performance of the duties of the Task Force position he/she occupies.

3.5.4 Affiliated Personnel must be available on short notice to mobilize within 4 hours of request and be able to respond on a mission for up to 14 days.

3.5.5 Affiliated Personnel must be capable of improvising and functioning for long hours under adverse working conditions.

3.5.6 Affiliated Personnel must receive such inoculations as are specified by the Sponsoring Agency.

3.5.7 Affiliated Personnel must be aware of the signs, symptoms and corrective measures of Critical Incident Stress Syndrome.

3.5.8 Affiliated Personnel must understand and adhere to safe working practices and procedures as required in the urban disaster environment.

3.5.9 Affiliated Personnel 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.

3.5.10 Affiliated Personnel must have completed such courses of education and training and other requirements as the Sponsoring Agency shall specify.

3.5.11 Sponsoring Agency has authority to immediately suspend or terminate Affiliated Personnel's participation on the Task Force for failure to satisfy any mandatory minimum requirement.

3.6 Clothing and Equipment.

3.6.1 Sponsoring Agency will issue to Affiliated Personnel certain items of personal protective clothing and equipment for use in Task Force activities and operations. In the event of Activation, Affiliated Personnel shall provide certain additional items of personal clothing and equipment. All these matters are

detailed specifically in the CA-TF 4 Administrative Manual. Items of clothing and equipment supplied by Sponsoring Agency shall remain the property of Sponsoring Agency and shall be returned promptly whenever Affiliated Personnel ceases to be a member of the Task Force.

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

3.7 Command, Control and Coordination.

3.7.1 When Affiliated Personnel 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 Affiliated Personnel 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 engagement of Affiliated Personnel within the context of his/her participation on the Task Force.

3.7.2 Nothing in this Agreement is intended to, nor does it, affect any employer-employee relationship between Affiliated Personnel and any other person who engages Affiliated Personnel's services as an employee for other purposes, and under no circumstances does Sponsoring Agency assume any obligation or liability with respect to any such employment. It is the sole responsibility of Affiliated Personnel to request and obtain approvals that such an employer may require in order for Affiliated Personnel to participate on the Task Force.

3.7.3 While participating in System activities conducted by the Task Force, Affiliated Personnel shall be subject to, 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 Affiliated Personnel from participation on the Task Force.

3.7.4 Sponsoring Agency shall exercise direct supervisory authority over Affiliated Personnel 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.

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, except to the extent that disclosure is required by court order or California law.

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

3.8.3 Subject to applicable rules and regulations, Sponsoring Agency will have sole responsibility for coordination of media coverage and liaison with media sources and representatives concerning activities of the Task Force. As appropriate, Sponsoring Agency will endeavor to expose Affiliated Personnel to favorable media coverage opportunities, and Affiliated Personnel consents to any such media coverage.

3.9 Rules of Conduct.

3.9.1 Affiliated Personnel will abide by the rules of conduct established by the Sponsoring Agency.

3.9.2 The failure of Affiliated Personnel to abide by the rules of conduct may result in suspension or exclusion from the Task Force.

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. Affiliated Personnel 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 Affiliated Personnel, including training, administration and reporting requirements, are contained in.

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 Affiliated Personnel. Cache equipment and supplies shall be used only for authorized purposes and Affiliated Personnel shall exercise reasonable care to protect and preserve the property against loss or damage. Affiliated Personnel is financially accountable for any Task Force property that is lost or damaged due to his/her negligence or unauthorized use.

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. Affiliated Personnel shall keep Sponsoring Agency fully informed of pertinent information concerning his/her availability or other circumstances that would affect Affiliated Personnel's ability to serve in his/her designated position as an Activated member of the Task Force. If Affiliated Personnel expects to be unavailable for deployment with the Task Force for any reason for an interval of 30 consecutive days or longer, Affiliated Personnel shall notify Sponsoring Agency of that circumstance so as to avoid possible interference with Task Force's condition of readiness to perform its System mission.

3.11.1.2 Affiliated Personnel 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 Affiliated Personnel Point of Notification shall be set forth in the CA-TF 4 Administrative Manual.

3.11.1.3 Upon receipt of Alert or Activation Orders, Sponsoring Agency shall give prompt telephonic and electronic notice to Affiliated Personnel's Point of Notification. The notice shall designate the location of the assembly point and, to the extent known, the nature and character of the Activation.

3.11.2 Mobilization.

3.11.2.1 If mobilized, Affiliated Personnel will respond to the designated assembly point within 2 hours of notification with all required personal clothing and equipment and required documentation.

3.11.2.2 Affiliated Personnel will be subject to a pre-deployment medical screening and will not be deployed if he/she fails the screening.

3.11.2.3 Sponsoring Agency retains the sole right to determine which Affiliated Personnel will respond with the Task Force when Activated.

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.

4. GENERAL PROVISIONS

4.1 Effective Date. This Agreement shall be effective on _____ date and when it has been duly and regularly authorized and executed by both parties.

4.2 Authority. 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 California law, in furtherance of the purposes of the National Urban Search and Rescue Response System.

4.3 Contents of the Agreement. Upon its execution, the Agreement consists of this Agreement, along with the following Appendices and other attachments, if any:

4.3.1 Appendix "A" - The currently effective Memorandum of Agreement between FEMA, the State of California, and Sponsoring Agency, by which the Oakland Fire Department is appointed as and has agreed to serve as Sponsoring Agency for the Task Force.

4.3.2 Appendix "B" - The federal regulations published on February 24, 2005 in the Federal Register as the Interim Final Rule at Vol. 70, No. 36, pages 9182-9203.

4.3.3 Appendix "C" - CA-TF 4 Participating Agency and Affiliated Personnel Information Manual

4.4 Amendments and Termination.

4.4.1 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.

4.4.2 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 Affiliated Personnel 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 Affiliated Personnel's participation is essential to the Task Force's ability to carry out its Response mission.

4.5 Miscellaneous Provisions.

4.5.1 The obligations of the Affiliated Personnel 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.

- 4.5.2 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 California.
- 4.5.3 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 and local law, rules and regulations.
- 4.5.4 Each party shall at all times observe and comply with all applicable federal, state and local laws.
- 4.5.5 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.
- 4.5.6 Titles and section headings are for convenience only and are not a part of the parties' Agreement.
- 4.5.7 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.
- 4.5.8 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 Affiliated Personnel.
- 4.5.9 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.
- 4.5.10 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; if applicable, 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 executed his/her signature.
- 4.5.11 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.
- 4.5.12 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.

5. EXECUTION

Sponsoring Agency:

Date: _____

City of Oakland, a Municipal Corporation

By _____
City Administrator

By _____
Fire Chief
Approved for Form and Legality

Date: _____

Office of the City Attorney

Resolution No. _____ C.M.S.

Affiliated Personnel:

Date: _____

Signature: _____

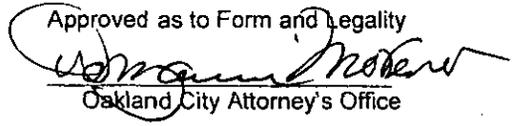
Print Name: _____

Title: _____

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2009 APR 30 PM 6:48

Approved as to Form and Legality


Oakland City Attorney's Office

OAKLAND CITY COUNCIL

RESOLUTION No. _____ C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO MEMORANDUMS OF AGREEMENT REGARDING PARTICIPATION IN THE NATIONAL URBAN SEARCH & RESCUE RESPONSE SYSTEM WITH 1) THE U.S. DEPARTMENT OF HOMELAND SECURITY ACTING THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE STATE OF CALIFORNIA, AND 2) OTHER AGENCIES AND PERSONNEL IN PARTICIPATING AND AFFILIATED RELATIONSHIPS

WHEREAS, the City of Oakland (Fire Department) has been the Sponsoring Agency for California Task Force 4 (CA TF4), an Urban Search and Rescue (USAR) Team, for over 15 years; and

WHEREAS, CA TF4 is one of 8 California and 28 national USAR teams; and

WHEREAS, the State of California, through its Office of Emergency Service, has operational purview over the 8 California USAR teams; and

WHEREAS, the Federal Emergency Management Agency (FEMA), a component of the Department of Homeland Security (DHS), is the federal management agency; and

WHEREAS, FEMA requires that all 28 USAR teams have a Memorandum of Agreement outlining the roles and responsibilities of all participants in order to remain in the National Urban Search and Rescue Program; and

WHEREAS, FEMA has updated the Memorandum of Agreement and requires participants to enter into new agreements to continue to receive federal cooperative agreement funding; and

WHEREAS, FEMA requires the City to also execute updated Memorandum of Agreements with participating agencies and affiliated personnel of the CA-TF 4; and

WHEREAS, the FEMA USAR funding provides CA-TF 4 with specialized training and equipment to enhance our operational readiness; and

WHEREAS, this CA-TF 4 is available to the City of Oakland in the event of a natural or manmade disaster affecting the City or surrounding communities;

WHEREAS, Oakland Charter, Article V, Section 504(1) requires Council authorization for the City Administrator to “represent the City in its intergovernmental relations and to negotiate contracts for joint governmental actions;” now, therefore, be it

RESOLVED: That the Oakland City Council, hereby authorizes the City Administrator to enter into a Memorandum of Agreement with the Department of Homeland Security, acting through the Federal Emergency Management Agency, and the State of California regarding Oakland’s participation in the national urban search & rescue response system; and, be it

FURTHER RESOLVED: That the City Administrator is authorized to enter into new Memorandum of Agreements with other public and private participating agencies and/or affiliated members of the California Task Force 4 regarding their participation in the national urban search & rescue response system, to carry out the purposes of the national urban search & rescue response system with the Department of Homeland Security; and, be it

FURTHER RESOLVED: That the all agreements issued hereunder shall be reviewed and approved by the office of the City Attorney for form and legality and a copies shall be placed in file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2009

PASSED BY THE FOLLOWING VOTE:

AYES – BROOKS, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, QUAN, REID and PRESIDENT BRUNNER

NOES –
ABSENT –
ABSTENTION –

ATTEST: _____
LATONDA SIMMONS
City Clerk and Clerk of the Council
of the City of Oakland, California