MEMORANDUM OF AGREEMENT BETWEEN

Pierce County

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

AND

City of Redmond

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, The Pierce County Sheriff's Department will serve as a Participating Agency for the Washington State Task Force 1 of the National Urban Search and Rescue Response System Each party further agrees that it assumes all of the duties and responsibilities assigned to that party under this Agreement and that so long as this Agreement remains in effect the party will fully perform all of those duties and responsibilities

1 PARTIES

The parties to this Agreement are the following entities

11 Sponsoring Agency

Pierce County

2501 So 35TH Street, Suite D

Tacoma WA 98409

253-798-6595

1.2 Participating Agency

City of Redmond

8450 161st Avenue NE

Redmond, WA 98052

425-556-2208

2 RECITALS

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

- 2.1 <u>Sponsoring Agency</u> Sponsoring Agency is a cooperating party under a "Memorandum of Agreement" with the Federal Emergency Management Agency ("FEMA") and the State of Washington
- 2 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
- 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 Washington State Task Force 1 Pierce County Department of Emergency Management is the Sponsoring Agency for Washington Task Force 1 (the "Task Force") and is charged with, among other things recruiting and organizing members for the Task Force. In the performance of its responsibilities, the Sponsoring Agency may enter into cooperative arrangements with federal, state, or local government entities, or non-profit or for-profit entities to serve as participating Agencies in the Task Force and with individuals to serve as Affiliated Personnel of the Task Force. The Sponsoring Agency is obligated to enter into written agreements with those Participating Agencies and Affiliated Personnel setting forth the relationship between the parties.
- 2.5 <u>Participating Agency</u> The City of Redmond desires to be a Participating Agency in the Task Force, subject to all of the provisions of this Agreement
- 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) as well as the provisions of the FEMA MOA. To the extent the Interim Final Rule is contrary to the FEMA MOA, the Interim Final Rule will prevail. Upon the effective date of the Final Rule governing this subject (Final Rule") the Final Rule shall supersede the Interim Final Rule and shall prevail over any contrary provisions of the Interim Final Rule or the FEMA MOA.
- 27 <u>Definitions of Terms</u> Capitalized words and phrases in this Agreement have the same meaning as they do in the Interim Final Rule, unless or until superseded by the Final Rule. Capitalized words and phrases not defined in the Interim Final Rule or the Final Rule have the meaning given in this Agreement.

3 AGREED TERMS AND CONDITIONS

3 1 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 or authorized members," as well as other pertinent information about them is contained in Appendix A

- 3 1 2 Participating Agency further agrees that Participants will meet the required qualifications for the positions to be filled, will receive the required training specified in this Agreement and will satisfy other conditions of preparedness and response as required by the Sponsoring Agency as listed in Appendix B
- 3 1 3 The Parties will cooperate with each other so as to facilitate achievement of the goals and objectives of the System as fully and completely as possible

3 2 Third Party Liability and Workers' Compensation

- 3 2 1 Participating Agency and its Participants shall be afforded such coverage for third party liability and workers' compensation as is afforded all Task Forces and their System Members under Federal law, the scope of which is generally described in the Interim Final Rule
- 3 2 2 Except as afforded by the Federal Government, the responsibility for risks associated with claims for third party liability and workers' compensation arising out of participation in the Task Force, either organizationally by the Participating Agency or Individually by its Participants, shall be the responsibility of Participating Agency and not under any circumstances, the responsibility of Sponsoring Agency. At all times, Participating Agency shall maintain in full force and effect, and provided proof thereof, for the benefit of its Participants and its other employees engaged in System activities coverage for workers compensation and third party liability to the full extent required by law

3.3 Financial Provisions

3 3 1 Preparedness Funds

- 3 3 1 1 In its sole discretion, Sponsoring Agency may distribute to Participating Agency such preparedness grant funding as Sponsoring Agency shall be eligible to and does receive from FEMA. Any such distributions shall be subject to the requirements of the preparedness grants and the needs of the Task Force generally.
- 3 3 1 2 Any other funding received by Sponsoring Agency from sources other than the federal government may also be made available as Sponsoring Agency determines in its discretion Sponsoring Agency shall make such distributions fairly and equitably taking into account the mission, goals and objectives of the Task Force and the needs of the Sponsoring Agency as compared to other proper needs and demands

332 Response Funds

- 3 3 2 1 Sponsoring Agency shall promptly reimburse Participating Agency for response expenses that are authorized to be incurred by or for the benefit of Participants engaged in Task Force activities upon receiving reimbursement for such expenses from the federal government. Such expenses must be properly ascertained, accumulated and reported to the Sponsoring Agency, and the funds to be utilized for payment must have been reimbursed by or on behalf of FEMA to Sponsoring Agency.
- 3 3 2 2 After an Activation, Participating Agency shall provide Sponsoring Agency with a complete cost reimbursement package to be submitted by Sponsoring Agency as part of an overall claim package which Sponsoring Agency is obliged to submit to FEMA. The Participating Agency's cost reimbursement package shall be submitted to the Sponsoring Agency within 60 days after the end of the Personnel Rehabilitation Period established by FEMA. Participating Agency's cost reimbursement package shall be prepared in conformance with applicable federal directives which

Sponsoring Agency shall disseminate to Participating Agency See Appendix C for reimbursement procedures and applicable Federal Directives for compensation

- 3 3 2 3 Participating Agency shall provide Sponsoring Agency with employee compensation information for its Participants at least annually, or as changes occur in compensation rates payable to Participants. That information and other pertinent Participant data required by Sponsoring Agency shall be provided in an updated version of Appendix D.
- 3 3 2 4 To ensure proper reimbursement from FEMA, the compensation of Participants on the Task Force shall be in accordance with pay schedules and policies established by the Final Interim Rule from the time of activation and until the Task Force returns is deactivated and Participants are returned to regular work schedules
- 3 3 2 5 All financial commitments of Sponsoring Agency are subject to the availability and receipt of funds by Sponsoring Agency from FEMA and other sources
- 3 3 2 6 Neither Participating Agency nor any Participant shall be reimbursed for costs incurred outside the scope of this Agreement

3.4 Reporting and Record Keeping Requirements

- 3 4 1 The Participating Agency shall provide the Sponsoring Agency with the records described in Appendix E
- 3 4 2 The Sponsoring Agency shall issue a Task Force Picture Identification Card for all authorized members listed in Appendix A
- 3 4 3 Participating Agency and Sponsoring Agency shall ensure that any medical or other records and information that are afforded confidentiality under applicable law are protected from unauthorized disclosure
- 3 4 4 Participating Agency shall provide prompt and accurate reporting as specified in this Agreement as outlined in Appendix C, D and F
- 3 5 <u>Mandatory Minimum Requirements for Participation</u> Each Participant must satisfy all of the following for participation on the Task Force
 - 3 5 1 Each Participant shall be an employee in good standing of the Participating Agency Entry-level employees who are probationary or in a similar status are not eligible
 - 3 5 2 Each Participant shall be of good moral character and shall not have been convicted of any felony or any other criminal offense involving moral turpitude
 - 3 5 3 Participants serving in a Task Force position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold the appropriate authorization which must be current and validly issued
 - 3 5 4 Subject to any applicable FEMA standards, each Participant must meet the medical/fitness standards mutually agreed upon by Sponsoring Agency and Participating Agency and not have any

medical condition or disability that will prevent performance of the duties of the Task Force position he/she occupies

- 3 5 5 Each Participant must be available on short notice to mobilize within 2 hours of request and be able to respond on a mission for up to 14 days
- 3 5 6 Each Participant must be capable of improvising and functioning for long hours under adverse working conditions
- 3.5.7 Each Participant must receive such inoculations as are specified by the DHS/FEMA in Appendix G
- 3 5 8 Each Participant must be aware of the signs, symptoms and corrective measures of Critical Incident Stress Syndrome
- 3 5 9 Each Participant must understand and adhere to safe working practices and procedures as required in the urban disaster environment
- 3 5 10 Each Participant must have a working knowledge of the US&R System and the Task Force's organizational structure operating procedures, safety practices, terminology and communication protocols
- 3 5 11 Each Participant must have completed such courses of education and training and other requirements as FEMA shall specify
- 3 5 12 Sponsoring Agency has authority to immediately suspend or terminate a Participant's participation on the Task Force for failure to satisfy any mandatory requirement

3 6 Clothing and Equipment

- 3 6 1 Sponsoring Agency will issue to each Participant certain items of personal protective clothing and equipment as outlined in the WATF-1 "Activation Manual", for use in Task Force activities and operations in the event of Activation, Participant shall provide certain additional items of personal clothing and equipment. Items of clothing and equipment supplied by Sponsoring Agency shall remain the property of Sponsoring Agency and shall be returned promptly whenever a person ceases to be a Participant.
- 3 6 2 Subject to FEMA requirements, all uniforms will display the official patch of the Task Force and the official patch of the US&R system, as specified by FEMA. The Sponsoring Agency shall specify the design of the uniform and any identifying insignia or markings.

3 7 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 <u>Media and Information Policy</u>

- 3 8 1 Subject to applicable law, including FEMA regulations and directives, all photographs and video taken during a deployment will be kept under the control of Sponsoring Agency until use in internal or external education programs or other dissemination is approved by FEMA
- 3 8 2 All applicable federal, state, and local media policies will be strictly enforced and followed
- 3 8 3 Subject to applicable rules and regulations, Sponsoring Agency will have the primary responsibility for coordination of media coverage and liaison with media sources and representatives concerning activities of the Task Force Sponsoring Agency shall endeavor to expose all Participating Agencies to favorable media coverage opportunities

3 9 Rules of Conduct

- 3 9 1 All Participants will be expected to abide by the code of conduct established by FEMA and the Sponsoring Agency
- 3 9 2 The failure of a Participant to abide by the rules of conduct constitutes a violation of the US&R code of conduct and may result in suspension or exclusion from the Task Force under Section 3 7 above

3 10 Preparedness Activities

- 3 10 1 Sponsoring Agency shall conduct Task Force management, administration, training equipment procurement and other preparedness activities required by FEMA. Participating Agency and its Participants shall cooperate with Sponsoring Agency and shall participate in the activities as necessary to achieve Task Force preparedness goals and objectives.
- 3 10 2 Specific training activities to be conducted, respectively, by Sponsoring Agency and by Participating Agency, including training, administration and reporting requirements, are contained in Appendix E
- 3 10 3 As established by System directives but subject to the availability of federal funding, Sponsoring Agency shall procure and maintain required caches of equipment and supplies. The contents of these caches shall be utilized for deployments of the Task Force and, subject to federal rules and regulations, will be made available for training activities of Sponsoring Agency and Participating Agency. Participants shall use Task Force cache equipment and supplies only for authorized purposes and shall exercise reasonable care to protect and preserve the property against loss or damage. The Participating Agency shall be

financially accountable for any Task Force property that is lost or damaged due to negligence or unauthorized use by the Participating Agency or its authorized personnel

3 11 Notification Procedures and Other Communications

3 11 1 Alerts and Activation

- 3 11 1 1 Sponsoring Agency's commander/chief executive officer or his/her designee shall determine whether the Task Force is capable of and will respond to Activation Orders
- 3 11 1 2 Participating Agency shall maintain at all times a "Point of Notification" for receipt of notices from Sponsoring Agency concerning possible deployments of the Task Force. The Point of Notification shall include 24-hour telephonic and electronic capabilities. Information concerning the Participating Agency Point of Notification shall be set forth in Appendix F.
- 3 11 1 3 Upon receipt of Alert or Activation Orders, Sponsoring Agency shall give prompt telephonic and electronic notice to Participating Agency's Point of Notification The notice shall designate the Task Force positions for which Participating Agency's Participants are being requisitioned, the location of the assembly point, and to the extent known, the nature and character of the Activation
- 3 11 1 4 Participating Agency shall at all times maintain the capability of providing requisitioned Participants for participation on a deployment of the Task Force
- 3 11 1 5 Upon receipt of an Activation Order for the Task Force, Participating Agency shall cause the required Participants to respond to the assembly point designated in the notice

3 11 2 Mobilization

- 3 11 2 1 All requisitioned Participants will respond to the designated assembly point within 2 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 <u>Effective Date</u> This Agreement shall be effective _____[date], and when it has been duly and regularly authorized and executed by both parties
- 4.2 <u>Authority</u> As more specifically indicated above and below, this Agreement is made (a) pursuant to the provisions of the Interim Final Rule or the Final Rule, and (b) under the authority of Washington State law in furtherance of the purposes of the National Urban Search and Rescue Response System,
- 4.3 <u>Contents of the Agreement</u> Upon its execution, the Agreement consists of this Agreement along with the following Appendices and other attachments, if any
 - 4 3 1 Appendix "A" Roster of personnel updated twice annually on January 30 and June 30 each year with name of individual and task force position Participating agency may not exceed number of personnel authorized by Sponsoring Agency
 - 4 3 2 <u>Appendix "B"</u> List of general training required for all participants which identifies who is responsible for providing funding and to what extent. A list of position specific FEMA sponsored or sanctioned training and the financial responsibility associated with each course.
 - 4 3 3 Appendix "C" Cost reimbursement procedures required by sponsoring agency in accordance with final interim Rule and Pierce county budget and Finance policy and procedures
 - 4 3 4 <u>Appendix "D" Compensation rates updated annually for each participant from the participating agency</u>
 - 4 3 5 Appendix E List of required documents and records from participating agency for each participant to include required certificates, licenses, Continuing education credits
 - 4 3 6 Appendix F List of participating agency contacts to be updated twice annually on January 30 and June 30 each year
 - 4 3 7 Appendix G Directive 2005 008, Medical screening requirements

4.4 <u>Amendments and Termination</u>

- 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 Washington
- 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 Washington 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

PIERCE COUNTY CONTRACT SIGNATURE PAGE

Contract # 71402 IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _______, 20_____ CITY OF REDMOND PIERCE COUNTY Approved As to Legal Form Only Mayor Name John Marchione Date Prosecuting Attorney UBI No 176000016 Recommended Address City of Redmond Attn 4NEX 15670 NE 85th Street Redmond WA 98052 Mailing City of Redmond Approved Address Attn 4NEX PO Box 97010 Redmond WA 98073 Department Director Contact Name Anne Carlson (less than \$250 000) Phone 425-556-2208

Fax

425-556-2227

County Executive (over \$250 000)

Date

Appendix A WATF 1 Personnel Roster

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

CITY OF REDMOND PERSONNEL

<u>Name</u> <u>Position</u>

Stacey Baker Medical Specialist

LaFond Davis Canine Search Specialist

Scott Ely Rescue Specialist

Mark Freymuth Logistics Specialist

Frank Glaser Heavy Rig and Equipment Specialist

Ralph Kratz Rescue Specialist

Tom Langton Logistics Specialist

Don Sanderson Rescue Specialist

Jim Swift Rescue Specialist

Appendix B Training responsibilities

Sponsoring agency responsibility

FEMA Sponsored, Sanctioned, Equivalent, approved training

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

General requirements / Sponsoring Agency

- 1 <u>Inoculations</u> The sponsoring agency will provide funding for the expense of obtaining the required inoculations. Reimbursement for salary to include overtime or backfill for the time required to obtain them is NO authorized for these individuals. See appendix J for list of required inoculations.
- Hazmat Operations
 The Sponsoring Agency will provide annual refresher training for First Responder Operations Level Hazardous Materials per OSHA standard 1910 120 Hazardous Waste Operations and Emergency Response if a participant would not normally receive that training as a condition of employed by a first response organization. Reimbursement for salary to include overtime or backfill is authorized for these individuals.
- 3 <u>US&R orientation</u> Four hours of training will be provided by the Sponsoring Agency Salary expense to include reimbursement for backfill or overtime is authorized
- Annual quantitative Fit testing The Sponsoring Agency will provide opportunity to fit test the Task Force Scott Face pieces and will issue a certificate of refresher training per 29 CFR 1910 134 Reimbursement for salary to include overtime or backfill is not authorized. Every effort will be made to provide fit testing opportunities to individuals who are on duty and at a location within their area of responsibility.
- 5 <u>FEMA US&R WMD enhanced operations</u> Training will be provided by the Sponsoring Agency Salary expense to include backfill or overtime reimbursement is authorized
- 6 <u>Water rescue operations</u> Awareness level training for will be provided by the sponsoring agency Salary expense to include backfill or overtime reimbursement will be authorized
- 7 Confined space Awareness level training for will be provided for individuals who do not receive this training from their agency as a condition of employment or who do not have operations or technician level confined space training as required by their position description. Reimbursement for salary to include backfill or overtime expenses will be authorized.
- 8 GPS Awareness level training will be provided Reimbursement for salary to include backfill or overtime expenses will be authorized
- 9 <u>Biennial medical screening</u> The Sponsoring Agency contracts with a medical service provider for this purpose (Appendix G)
 - All participants who do not receive medical screening as a condition of employment will receive this service according to the process outlined in Appendix
 - Expenses associated with medical screening requirements that exceed a participating agencies medical screening process will be reimbursable by the Sponsoring Agency
 - Reimbursement for salary to include backfill or overtime expenses will <u>not</u> be authorized

Participating Agency Responsibility / General Requirements

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

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

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

- 1 Must be Physically fit to perform the duties assigned without accommodations
- 2 Must be available on short notice to mobilize within 2 hours to the point of assembly, be self sufficient for at least 72 hours and be available for a response assignment of up to 10 days
- 3 Must be capable of improvising and functioning for long hours under adverse conditions
- 4 Must be able to function safely at heights and on and around rubble
- 5 Participating agency must provide certificate of training or letter signed by their agency showing an individual has been provided training to make them aware of the signs and symptoms of Critical Incident Stress Syndrome
- 6 Provide and maintain a current certificate for American Heart Association or equivalent CPR, Basic Life Support
- Provide a current certificate of training or agency letter as proof of annual refresher training for First Responder Operations Level Hazardous Materials per OSHA standard 1910 120, Hazardous Waste Operations and Emergency Response if employed by a first response organization and if it is required as a condition of employment
- 8 Certificates of completion for IS 100, IS 200, IS 700 and IS 800 on line courses must be on file with the sponsoring agency Salary expense to include backfill or overtime reimbursement is <u>not</u> authorized for taking these courses
- 9 Participating agencies will schedule authorized members to attend annual fit testing opportunities while the individual is working and on duty to reduce expense
- 10 Participating agencies will provide certificates of completion for DOJ Emergency Response to Terrorism, Basic Concepts or equivalent. Salary expense to include backfill or overtime is not authorized.
- 11 Rescue Systems 1 training is a requirement for all members and is the responsibility of the participating agency. Tuition and Salary expense to include backfill or overtime is <u>not</u> authorized.
- 12 Participating Agencies that have an annual or bi annual medical screening program will provide a fit for duty letter signed by the agencies medical service provider per FEMA directive 2005-008 See appendix G

Participating agency responsibility / Position Specific Requirements

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

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

Appendix C Reimbursement procedures

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

Only actual expenses authorized will be reimbursed

Equipment expenses

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

Salary and Wage reimbursement

- Salaries and Backfill reimbursement for Readiness activities shall be reimbursed as specified above and in accordance with the Participating Agency's standard pay policy. The Sponsoring Agency retains the right to modify reimbursement levels for each Readiness activity based on Cooperative Agreement funding availability and other mitigating factors.
- Salaries and Backfill reimbursement for Activation activities shall be reimbursed in accordance with the Participating Agency's standard pay policy and all rules as specified in

the Interim Rule Furthermore the Participating Agency must prepare and submit to the Sponsoring Agency, in the proper claim format all requests for reimbursements within 60 days after the Rehabilitation Period has ended. The Sponsoring Agency will provide the Participating Agency the most current format available at time of activation. Proof of salaries/benefits/backfill payments to Activated Personnel and backfill personnel must be submitted as part of the reimbursement claim request packet.

- The Sponsoring Agency will submit a full claim reimbursement request to DHS/FEMA
 Upon completion of review by DHS/FEMA, the Sponsoring Agency will process payments to the Participating Agency based on the final claim approval by DHS/FEMA
- The Participating Agency can request the Sponsoring Agency submit an appeal of any unallowed expenses within 30 days of receiving notification of an exception to the original reimbursement claim amount. Additional documentation or explanation must accompany the appeal request.

Appendix D Compensation Rates

City of Redmond Personnel

| Name | Straight Time Hourly Rate | Overtime Hourly Rate | Straight Time Benefit Rate % | Overtime Benefit Rate % |
|---------------|---------------------------|-------------------------|---------------------------------|----------------------------|
| Baker Stacey | \$38 29 | \$57 44 | 26% | 26% |
| Davis LaFond | \$37 93 | \$56 90 | 26% | 26% |
| Ely Scott | \$35 27 | \$52 91 | 26% | 26% |
| Freymuth Mark | \$38 88 | \$58 32 | 26% | 26% |
| Glaser Frank | \$53 16 | \$79 74 | 26% | 26% |
| Kratz Ralph | \$39 24 | \$58 86 | 26% | 26% |
| Langton Tom | \$38 88 | \$58 32 | 26% | 26% |
| Sanderson Don | \$41 40 | \$62 10 | 26% | 26% |
| Swift Jim | \$39 05 | \$58 58 | 26% | 26% |

Appendix E Required documents and records from Participating agency

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

Appendix F List of Participating Agency Contacts

Participating agency City of Redmond

Address PO Box 97010 Redmond, WA 98073

Phone 425-556-2200

Point of Contact

Tom Norton, Deputy Chief of Operations Redmond Fire Department 8450 161st Avenue NE Redmond, WA 98052 425-556-2205

Anne Carlson Administrative Supervisor Redmond Fire Department 8450 161st Avenue NE Redmond, WA 98052 425-556-2205

Mark Freymuth, USAR Team Leader Redmond Fire Department 8450 161st Avenue NE Redmond, WA 98052 425-556-2216

Appendix G Medical Screening

Medical Screening of all authorized members is required annually by DHS / FEMA US&R program directive

Departments with an existing annual medical screening program,

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

Departments without an existing annual medical screening program

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

Required testing includes,

- Vital signs and standard physical examination
- Laboratory
 - o CBC, Differential platelets
 - Chemistry panel to include liver & renal function tests
 - Aspartate Aminotransferase (AST)
 - Alanine Aminotransferase (ALT)
 - Alkaline Phosphatase (AlkPhos)
 - Gamma-Glutamyl Transpeptidase (GGTP)
 - Total and direct Bilirubin
 - creatinine
 - blood Urea Nitrogen (BUN)
 - Glucose
 - electrolytes, (Na, K, Cl, Co2)
 - Total protein
 - Albumin
 - Calcium
 - Unnalysis (urine dip, microscopic if indicated)
 - Urine heavy metal screen, (qualitative, spot urine) <u>HAZMAT task Force</u> members only
 - Spirometry
 - o Chest x-ray (PA and Lateral) <u>To establish baseline</u>, <u>Does not need to be repeated</u> annually unless medically indicated
 - Resting 12-lead ECG

- Stress 12-lead ECG (as indicated, stratified by age above 46 years or coronary artery disease risk factor assessment in accordance with sponsoring agency policy)
- o RBC cholinesterase (initial baseline or additional testing if medically indicated) does not need to be repeated annually unless medically indicated
- HBsAB Hepatitis B Surface Antibody, (validation of hepatitis B immunity) Titer need only be done once unless previously documented and greater than 10mU/ml, Administer Hepatitis B vaccine series if titer less than 10 mU/ml and repeat approximately 6 weeks after vaccination series

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

Vaccinations and TB Screening

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

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

Vaccination declination must be documented in TF occupational health records