

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	June 11, 2024	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department: Fire Rescue



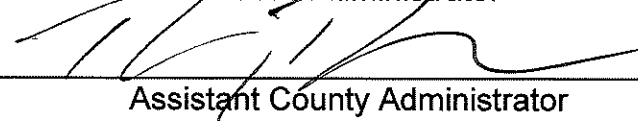
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve a Memorandum of Agreement for Participating Agencies Urban Search and Rescue Florida Task Force 1 (FL-TF1) (MOA) with Miami-Dade County (Miami-Dade) for the participation of Palm Beach County (County) in the Florida Task Force 1 (FL-TF1) of the National Urban Search and Rescue (USAR) Response System, commencing upon execution by the parties through August 31, 2025.

Summary: FL-TF1 is funded by the Federal Emergency Management Agency (FEMA). Miami-Dade is the Sponsoring Agency with FEMA for FL-TF1, and the County was a participating agency between 2009 and 2013. This new MOA expires on August 31, 2025, and provides for a renewal option for five (5) years and can be terminated by either party upon a thirty (30) days written notice. **Countywide (SB)**

Background and Justification: The FL-TF1 is an integrated collection of personnel and equipment meeting standardized capability criteria, as defined by FEMA, for addressing the special needs of USAR. In the event of a major disaster or emergency, Miami-Dade, as the Sponsoring Agency acting under the direction of FEMA, has the authority to mobilize the FL-TF1 USAR team, including individuals responding from Palm Beach County Fire Rescue and other Participating Agencies to provide specialized Task Force activities.

Attachments:
Memorandum of Agreement

Recommended by:		5-12-2024
	Assistant Fire Chief	Date
Approved by:		5-16-2024
	Fire Rescue Administrator	Date
Approved by:		6/5/2024
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* 0	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes ___ No X
 Does this item include the use of federal funds Yes ___ No X
 Does this item include the use of State Funds? Yes ___ No X

Budget Account No.: Fund ___ Dept ___ Unit ___
 Revenue Source ___/Object ___

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* The approval of this Agreement will enable the County to receive reimbursement for Fire Rescue personnel deployed pursuant to the terms of the Agreement.

C. Departmental Fiscal Review: Lucy Maguire 5/15/24

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

<p><u>AFBULL 5/17/24</u> OFMB <u>QA 5/17</u> <u>CB 5/17</u></p>	<p><u>Brenda D. Macaluso 5/29/24</u> Contract Development and Control <u>TRB 5/29/24</u></p>
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B. Legal Sufficiency

[Signature] 6/5/24
 Assistant County Attorney

C. Other Department Review:

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**MEMORANDUM OF AGREEMENT FOR PARTICIPATING AGENCIES
URBAN SEARCH AND RESCUE
FLORIDA TASK FORCE 1 (FL-TF1)**

This Agreement is entered into this ~~11th~~ day of June 2024, and between Miami-Dade County, a county of the State of Florida, (the “Sponsoring Agency”) and Palm Beach County, a political subdivision of the State of Florida, (the “Participating Agency”).

RECITALS

WHEREAS, the Sponsoring Agency is the coordinating and sponsoring agent of the Urban Search and Rescue (US&R) Task Force, FL TF1 (the “Task Force”); and

WHEREAS, the County Commission of Miami-Dade County, by resolution No. R-682-21 adopted on July 20, 2021, has authorized the County Mayor to enter into this Agreement with the Participating Agency on behalf of Miami-Dade County; and

WHEREAS, in executing this Agreement Miami-Dade County is acting in its capacity as Sponsoring Agent of the Task Force and not as a direct employer of the Participating Agency; and

WHEREAS, the Sponsoring Agency wishes to engage the services of the Participating Agency to provide certain services to the Task Force; and

WHEREAS, the Participating Agency possesses the necessary knowledge, equipment, resources and expertise to perform the services herein required;

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

I. PURPOSE

- A. This Agreement delineates responsibilities of the Sponsoring Agency and the Participating Agency for US&R activities under the search and rescue function delineated in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288, as amended, Sec. 403(A)(3)(b).
- B. This Agreement serves to implement the Scope of Work of the Cooperative Agreement between FEMA and the Sponsoring Agency.

II. SCOPE

- A. The provisions of this Agreement apply to the National US&R Response System activities performed at the request of the Federal government, provided at the option of the Sponsoring Agency, and in conjunction with, preparation for, or in anticipation of, a Presidential declaration of a major disaster or emergency.
- B. No provision in this Agreement limits the activities of the Task Force or its Sponsoring Agency in performing local and state functions.

III. DEFINITIONS

- A. **Activation**: The status of a System asset placed at the direction, control, and funding of FEMA in response to, or in anticipation of, a Presidential declaration of a major disaster or emergency.
- B. **Activation Order**: The FEMA notice that places a System asset into activation status.
- C. **Alert**: A state of increased readiness initiated by an Alert Notice.
- D. **Alert Notice**: the FEMA initiated and generated notice that places a System asset onto alert status or notification that an event has occurred or is expected to occur, such that System resources may be subject to activation.
- E. **Deactivation**: The removal of a System asset from activation status.
- F. **Demobilization Order**: The FEMA notice that disengages a System asset from an incident and specifies relevant information regarding activation status such as task force personnel rehab time.
- G. **Deployment**: Mobilization of a Task Force, IST, or other System resource pursuant to an Activation Order.
- H. **Disaster Assistance Employee (DEA)**: An individual hired to augment permanent full-time FEMA personnel in disaster operations in the field.
- I. **Disaster Medical Assistance Team (DMAT)**: A functional unit activated under the National Disaster Medical System (NDMS), a program of the United States Public Health Service (PHS), Office of Emergency Preparedness (OEP). The six-person Medical Team deployed as part of the Task Force is classified as a specialty DMAT.

- J. **Emergency Information and Coordination Center (EICC)**: The facility used by the Emergency Support Team at FEMA Headquarters during or in anticipation of a Presidential Major Disaster or Emergency Declaration.
- K. **Emergency Procurement**: Upon activation, the purchase by the Task Force of equipment, food and other consumables, medicines, and pharmaceuticals, essential to the US&R mission, under the authority of the Stafford Act, Sec. 306(b)(3).
- L. **Emergency Response Team (ERT)**: The interagency group that provides administrative, logistical, and operational support to the FEMA regional response activities in the field. The ERT includes an ESF-9 cell, which consists of the ESF-9 Leader and the IST, and supporting Federal agency representatives, as required.
- M. **Emergency Support Function (ESF)**: Pursuant to the Federal Response Plan, the primary mechanism through which Federal disaster assistance is provided to assist the State in meeting response requirements in an affected area. Each ESF is coordinated by a primary agency, FEMA is the primary agency for ESF#9-US&R.
- N. **Emergency Support Team**: Pursuant to the Federal Response Plan, an interagency group comprised of representatives from each of the primary agencies, select support agencies and FEMA Headquarters staff. It operates from the EICC.
- O. **Equipment Cache**: Equipment on the US&R Equipment Cache List that a Task Force is required by FEMA to possess.
- P. **Equipment Cache List**: The FEMA approved inventory list of equipment by type and quantity a Task Force is required to possess for operations.
- Q. **Federal Emergency Management Agency (FEMA)**: Pursuant to P.L. 93-288, as amended, the Federal agency responsible for coordinating Federal assistance to State(s) affected by disaster or emergencies, which includes the development and maintenance of the National US&R Response System.
- R. **FEMA Region**: The geographical subdivision of the United States through which FEMA administers its programs; the FEMA administrative unit that is the primary contact for any disaster occurring within that geographical subdivision.
- S. **FEMA Sanctioned Training or Exercise**: A training session or exercise arranged for and financed by FEMA, delivered either by FEMA or by another organization.

- T. **FEMA Sponsored Training or Exercise**: A training session or exercise arranged for and financed by FEMA, delivered either by FEMA or by another organization.
- U. **Federal Coordinating Officer (FCO)**: The person appointed by the President to coordinate the Federal disaster assistance activities in each State in which a disaster or emergency has been declared.
- V. **Federal Response Plan (FRP)**: Pursuant to P.L. 93-288, and as amended, the document that establishes the framework for the provision of Federal assistance to the State and its affected local governments.
- W. **Incident Commander (IC)**: The person, usually from the local jurisdiction, who is responsible for overall management of an incident.
- X. **Incident Support Team (IST)**: an element of the ESF-9 cell of the ERT that is under the direction of the ESF-9 Leader (a FEMA Regional or Headquarters employee acting as the authorizing official for ESF-9 expenditures). The IST is responsible for the overall command and control of all National urban Search and Rescue Response System assets deployed for the incident.
- Y. **Mobilization**: The movement of system assets to an incident.
- Z. **National Disaster Medical System (NDMS)**: A cooperative effort of the Department of Health and Human Services (HHS), Department of Defense (DoD), Department of Veterans Affairs (VA), FEMA, and State and Local governments and the private sector that is designed to care for mass casualties resulting from either a domestic or an overseas war. The Public Health Services (PHS) heads this program.
- AA. **National Urban Search and Rescue Response System (System)**: A combination of Task Forces, Incident Support Teams, Rapid Needs Assessment Team elements, and other personnel and technical teams that respond to disasters or emergencies under the direction and control of FEMA as Emergency Support Function 9 for the Federal Response Plan.
- BB. **Participating Agency**: Palm Beach County, Florida.
- CC. **Point of Assembly (POA)**: Is the Miami-Dade Fire Rescue Headquarters located at 9300 NW 41 Street, Doral, FL 33178. However, this may change at the discretion of the Task Force Leader.

- DD. **Point of Departure (POD)**: is currently identified as the Homestead Air Reserve Station (HARS) located in Homestead, Florida. However, this is subject to change by FEMA or the Task Force Leader.
- EE. **Presidential Major Disaster Emergency Declaration**: A determination of the President that Federal assistance is needed to supplement state and local efforts, and capabilities to save lives and protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.
- FF. **Rapid Need Assessment (RNA)**: A pre-designated team of technical experts from federal, state and local emergency management agencies, alerted and employed under the command and control of FEMA to augment or supplement state and local assessment capabilities.
- GG. **System**: See National Urban Search and Rescue Response System.
- HH. **Task Force**: An integrated collection of personnel and equipment meeting standardized capability criteria, defined by FEMA, for addressing the special needs of US&R.
- II. **Urban Search and Rescue (US&R)**: Regardless of the cause, the process of searching for, extricating, and providing for the immediate medical treatment of victims trapped in collapsed structures.

IV. THE SPONSORING AGENCY SHALL BE RESPONSIBLE FOR

- A. Providing an administrative department, which shall be the Miami-Dade Fire Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency. Sponsoring Agency is authorized to commit an employee of the Participating Agency to Federal Service.
- B. Recruiting, organizing, and coordinating trained members for the Task Force, according to guidelines prescribed by FEMA to the best of their ability.
- C. Registering and qualifying all medical personnel on the Task Force through U.S. Public Health Service (PHS).
- D. Implementing a system to maintain and account for the Task Force to the extent that funding is available.
- E. Assure all Task Force members have FEMA recognized employment status.

- F. Purchase of equipment with FEMA funding according to the latest Equipment Cache List or other equipment deemed necessary to perform day to day operations of the Task Force.
- G. Ensuring all equipment issued to Task Force members remains the property of the Sponsoring Agency's Task Force.
- H. Notify FEMA upon a change in the deployment status of the Task Force.
- I. Providing the Participating Agency with a complete list of all equipment issued by the Sponsoring Agency to each Task Force member from the Participating Agency, including updates which indicate added, deleted or modified equipment.

V. THE PARTICIPATING AGENCY SHALL BE RESPONSIBLE FOR

- A. Implementing a written policy and practicing reporting procedures for Participating Agency personnel, with the objective of notifying the Sponsoring Agency of individuals responding from their organization to the Miami-Dade Fire Rescue Headquarters when the Task Force is mobilized.
- B. Assuring Participating Agency personnel meet FEMA position description general requirement and Sponsoring Agency specific minimum requirements prior to submitting an application for Task Force membership.
- C. Ensuring that Task Force personnel from their organization continue to participate in training opportunities provided by the Sponsoring Agency to meet the knowledge skills and abilities for their primary position.
- D. Providing and maintaining a current labor contract on file with the Sponsoring Agency.
- E. Providing a current payroll benefit percentage calculation for regular wages, overtime wages, and an acceptable written justification of this percentage to be kept on file with the Sponsoring Agency.
- F. Task Force personnel equipment issued by the Sponsoring Agency to the Participating Agency team member lost, damaged, stolen, or not returned when requested shall be replaced by, and at the expense of the Participating Agency.
- G. Within thirty (30) days after the completion of a mission, the Participating Agency shall, to the extent permitted by law, provide payroll, time sheets, and other administrative documentation identified by the Sponsoring Agency for activated Participating Agency team members to assure appropriate and timely reimbursement.

- H. Extending workers compensation protection to their personnel while participating in Sponsoring Agency sanctioned training or cache maintenance activities while on or off duty.
- I. Assuring that the following baseline medical screening/surveillance items are met by all roster task force members: a. Annual physical exam (per 29 CFR 1910.134). b. Annual medical questionnaire with assessment by physician (per 29 CFR 1910).
- J. Notifying the Sponsoring Agency when a Task Force member is unavailable for longer than twenty-one (21) days due to injury, illness, departmental disciplinary action or any other legal proceeding.
- K. To the extent permitted by law, indemnifying and saving the Sponsoring Agency harmless for the costs of any claim or adverse audit finding by FEMA relating to the Participating Agency's negligent use of FEMA funds or other negligent services provided by the Participating Agency under the Agreement.

**VI. THE SPONSORING AGENCY AND THE PARTICIPATING AGENCY
AGREE**

- A. That funding acquired and identified for the purchase of Task Force equipment and Task Force member training will be administered solely by the Sponsoring Agency.
- B. The Sponsoring Agency is not responsible for personnel salaries, benefits, workers compensation or time-related issues of the Participating Agency personnel other than reimbursement from the Federal Emergency Management Agency.
- C. Sponsoring Agency and Participating Agency are state agencies or subdivisions as defined in Chapter 768.28 of the Florida Statutes. Each Party agrees to be fully responsible for the respective tortious acts and omissions of its employees acting within the scope of their employment to the extent permitted and required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contracted.

VII. FINANCIAL AGREEMENTS

- A. The Participating Agency shall pay its participating team member(s) in accordance with its local payroll requirements, labor contracts or any other relevant ordinances or procedures of the Participating Agency.
- B. It is expressly agreed and understood that the Sponsoring Agency shall merely serve as a conduit of funds authorized for reimbursement by FEMA, and that the Sponsoring Agency shall have no responsibility or liability to the Participating Agency for any funds as allowed by FEMA. The determination of FEMA eligibility for reimbursement of any and all costs incurred by the Participating Agency shall be made by the Sponsoring Agency upon the Sponsoring Agency's review of all applicable law and regulation. The Sponsoring Agency shall process the reimbursement through FEMA and pay to the Participating Agency all funds received from FEMA for said costs and expenses within 90 days of receipt from FEMA.
- C. The Participating Agency is eligible to hire overtime personnel on a one-to-one basis to backfill for a deployed team member. Reimbursement for all costs and expenses of the Participating Agency shall be as allowed by FEMA.
- D. All obligations and financial commitments in the Memorandum of Agreement are made subject to the annual appropriation of funds by each party for each fiscal year.

VIII. CONDITIONS, AMENDMENTS AND TERMINATION

- A. The Participating Agency will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, or actual or perceived status as a victim of domestic violence, dating violence, or stalking in fulfilling any and all obligations under this Agreement.
- B. 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 this Agreement shall remain in full force and effect.

- C. The Agreement may be modified or amended only with the written agreement of each of the parties.
- D. This Agreement may be terminated by either party on thirty (30) days written notice to the other party.
- E. This Agreement shall be considered the full and complete agreement between the undersigned parties and shall supersede any prior Memorandum of Agreement among the parties, written or oral, except for any executor obligations that have not been fulfilled.
- F. This Agreement may be executed in several parts, each of which shall be considered a valid Agreement, provided that each of the parties to this Agreement has executed at least one (1) original copy of this Agreement and has transmitted a copy of the signature page hereof to the other parties.
- G. This Agreement shall become effective upon execution by both parties through **August 31, 2025**, at which time the parties may agree to renew the association for additional five years. Renewal will be based on evaluation of the Sponsoring Agency's ability to conform to procedures, training and equipment standards as prescribed by FEMA.
- H. Pursuant to 44 CFR 208.9, 44 CFR Part 208 shall be applicable to the Participating Agency and its employees who are Task Force members.

IX. ATTACHMENTS

- (A) FEMA Memorandum of Agreement
- (B) FEMA Code of Conduct

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IN WITNESS THEREOF, the parties hereto have caused this MOA to be executed by their undersigned officials as duly authorized.

ATTEST:

SPONSORING AGENCY

Miami-Dade County, a County of the State of Florida

Clerk of Courts

By: _____
County Mayor

ATTEST:

PARTICIPATING AGENCY


Palm Beach County, a political subdivision of the State of Florida by its Board of County Commissioners

Deputy Clerk


By: _____
Maria Sachs, Mayor

APPROVED AS TO TERMS AND CONDITIONS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Palm Beach County Fire Rescue Department



County Attorney

**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 Florida, and the Miami-Dade Fire Rescue, the Sponsoring Agency of Florida Task Force 1, 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 Florida, and the Miami-Dade Fire Rescue, the Sponsoring Agency of Florida Task Force 1.

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 Alert or 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 when FEMA has Alerted, Activated, or Deactivated 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 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, Miami-Dade Fire Rescue
9300 NW 41 Street
Doral, FL 33178
786-331-5122

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. It is FEMA's intent that 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

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

Date: 6/18/08

Mark W. [Signature]

Regional Administrator

Date: 2-12-09

[Signature]

Director
State Emergency Management Agency

Date: 9/24/2008

[Signature]

Chief Executive or Designee
Sponsoring Agency

Date: 9/8/08

Approved as to form
and Legal Sufficiency

[Signature]

Assistant County Attorney

9-8-08
Date

National Urban Search and Rescue Response System – Code of Conduct

National Urban Search and Rescue (US&R) Response System (the System) personnel are representatives of a well-organized, highly trained group of specialists who are assembled to help communities in need of assistance. The actions of these personnel are a direct reflection on FEMA, their Sponsoring Agency, their fellow System members, and themselves.

It is the responsibility of each System member to abide by this Code of Conduct during any System activity (to include response operations, meetings and other events), and accordingly they will:

- Keep constantly in mind the value of life and the welfare of survivors.
- Remain cognizant of considerations regarding race, religion, gender, and nationality.
- Demonstrate proper respect for other assigned personnel.
- Not possess or use alcohol, and/or drugs illegal under Federal law.
- Not possess or use firearms.
- Understand, respect and adhere to the established chain-of-command and follow its direction at all times.
- Procure equipment using established policies and guidelines, and will not utilize or remove property without official authorization.
- Demonstrate respect for public and private property.
- Maintain a state of readiness, even when unassigned.
- Adhere to the established dress code and requirements for personal protective equipment.
- Abide by Federal policies and regulations regarding the handling of sensitive information.
- Abide by FEMA directives on appropriate social media use.
- Not take, or threaten to take, actions in retaliation for whistleblowing actions as established by applicable laws and regulations.
- Adhere to ethics guidelines and not abuse authority and/or position.
- Project and embody professionalism at all times.

Each System member is required to review, become familiar with, and acknowledge receipt of this Code of Conduct by signing it below.

Signature

Date