

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 9(A)(17)(B)

07-10-07

RESOLUTION NO. R-823-07

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE MEMORANDUMS OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY AND THE CITY OF CORAL GABLES FIRE DEPARTMENT, CITY OF MIRAMAR POLICE DEPARTMENT AND PALM BEACH COUNTY FIRE RESCUE DEPARTMENT TO SHARE PERSONNEL IN THE EVENT OF A FEDERAL/STATE ACTIVATION

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board authorizes the County Mayor or his designee to execute the attached Memorandums of Understanding between Miami-Dade County and the City of Coral Gables Fire Department, City of Miramar Police Department, Palm Beach County Fire Rescue Department, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or his designee to exercise any and all rights conferred therein.

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz who moved its adoption. The motion was seconded by Commissioner Carlos A. Gimenez and upon being put to a vote, the vote was as follows:



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** July 10, 2007

**FROM:**   
R.A. Cuevas, Jr.  
Acting County Attorney

**SUBJECT:** Agenda Item No. 9(A)(17)(B)

Please note any items checked.

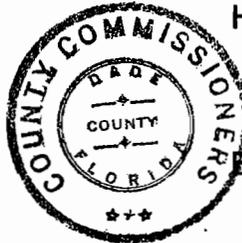
- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing.
- Housekeeping item (no policy decision required)
- No committee review

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of July, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK



By: **KAY SULLIVAN**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency. 

William X. Candela

5

**MEMORANDUM OF AGREEMENT  
FOR PARTICIPATING AGENCIES**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Miami-Dade County, a county of the State of Florida, (the "Sponsoring Agency") and the City of Coral Gables Fire Department, (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. \_\_\_\_\_ adopted on \_\_\_\_\_, has authorized the County Manager to entered 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 County 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 Urban Search and Rescue activities under the search and rescue function delineated in the Robert T. Stafford Disaster

# Memorandum



Date: July 10, 2007

To: Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

Agenda Item No. 9(A)(17)(B)

From: George M. Burgess  
County Manager

Subject: Memorandums of Understanding between Miami-Dade County and the City of Coral Gables Fire Department, City of Miramar Police Department and Palm Beach County Fire Rescue Department

## Recommendation

It is recommended that the Board approve the attached Resolution authorizing the Mayor or his designee to execute the Memorandums of Understanding (MOU's) between Miami-Dade County and the City of Coral Gables Fire Department, City of Miramar Police Department and Palm Beach County Fire Rescue Department for their cooperation and sharing of personnel in the event of a Federal/State activation of the Urban Search and Rescue (US&R), Florida Task Force 1 (FL-TF1) Team.

## Scope

The Memorandums of Understandings are required by the Federal Emergency Management Agency (FEMA) for non-county members of the US&R Task Force agencies can be reimbursed for participating when the Task Force is activated.

## Fiscal Impact/Funding Source

There is no fiscal impact to Miami-Dade County associated with the execution of these MOU's. However, the MOU's ensures that personnel costs that are generated during Federal or State activation are billed and reimbursed to the participating agencies by Miami-Dade County. The timeframe for reimbursement from FEMA to the County for costs associated with activation is Six (6) months.

## Track Record/Monitor

The agreements between Miami-Dade County and the City of Coral Gables Fire Department, City of Miramar Police Department and Palm Beach County Fire Rescue Department will be monitored by the Miami-Dade Fire Rescue Department (MDFR). FEMA is instituting the requirement that all of the twenty-eight (28) national US&R sponsoring agencies (MDFR) have an MOU with all non-agency affiliated personnel. All award compliance; including these MOU's, will be administered by the MDFR Office of the Chief Financial Officer's, Grants Management Bureau.

## Background

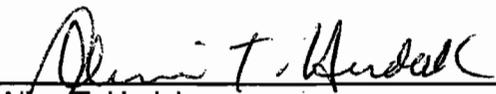
Since 1992 FEMA and MDFR have had a Memo of Agreement (MOA) authorizing MDFR to provide Urban Search and Rescue services within the continental United States. This agreement defines each party's role in the execution of services, and fiscal management. However, the sponsoring agency (MDFR) requirements must be passed on to non-affiliated task force members and their agencies through an MOU.

Should the MDFR US&R Task Force be activated, FEMA provides monies to support the cost of each task member's deployment, associated backfill, overtime, and administrative costs. Upon activation monies are made available to MDFR for immediate drawdown or are provided on a reimbursement basis. FEMA is now requiring that there is an MOU for each member agency which is not affiliated with the sponsoring agency to ensure proper payment to participating agencies.

Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners  
Page 2

The MOU's between Miami-Dade County and the City of Coral Gables Fire Department, City of Miramar Police Department and Palm Beach County Fire Rescue Department are for specially trained K-9 search team personnel in the event of a Federal/State Activation.

The MOU's shall be effective from the date signed and shall remain in effect for two (2) years unless terminated earlier by either party. Either Cities/Counties may request the agreement be extended for additional two-year periods. Termination of this agreement requires Sixty (60) days advance written notice to the other parties.

  
\_\_\_\_\_  
Alina T. Hudak  
Assistant County Manager

Relief and Emergency Assistance Act, P.L. 93-288, as amended, Sec. 403 (A)(3)(b).

- B. This Agreement serves as the Scope of Work of the Cooperative Agreement between the Participating Agency 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 (DAE):** 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 Urban Search and Rescue 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 effected area. Each ESF is coordinated by a primary agency. FEMA is the primary agency for ESF#9 – Urban Search and Rescue.
- 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 Urban Search and Rescue 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 a State and its affected local governments.
- W. **Incident Commander (C):** 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 disaster 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 of the Federal Response Plan.

BB. **Participating Agency:** ( \_\_\_\_\_ ) an entity with which the Sponsoring Agency has executed an agreement to satisfy, in part, the Sponsoring Agency's responsibilities under this Agreement.

CC. **Point of Assembly (POA)**: Is the Miami Dade Fire Rescue Headquarters located at 9300 NW 41 Street, Miami, Florida 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 urban search and rescue.

II. **Urban Search and Rescue (US&R):** Regardless of the cause, more of the process of searching for, extricating and providing for the immediate medical treatment of victims trapped in collapsed structures.

### III. 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.
- B. Recruiting, organizing and coordinating trained members for the Task Force, according to guidelines prescribe 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.

**IV. 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 benefit percentage calculation for regular and overtime and acceptable written justification of this percentage on file with the Sponsoring Agency.
- F. Task Force personal equipment issued by the Sponsoring Agency to the Participating Agency team member lost, damage, 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 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. **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 use of FEMA funds or other services provided by the Participating Agency under this Agreement**

**V. 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 acts and omissions of its agent employees to the extent permitted 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**

15

- A. The Participating Agency shall pay its participating team member (s) in accordance 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 Participating Agency upon the Participating Agency's review of all applicable law and regulation.**
- C. The Participating Agency is eligible to hire overtime personnel on a one-to-one basis to backfill for a deployed team member. Reimbursement shall be only for the differential cost overtime portion of the salary of personnel used to backfill for activated team members during the identified activation period. No benefits percentage shall be calculated for backfill personnel.

#### **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, sex, age, or national origin 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. This 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 will end on \_\_\_\_\_, at which time the parties may agree to renew the association. Renewal will be based on evaluation of the Sponsoring Agency's ability to conform to procedures, training and equipment standards as prescribed by FEMA.

#### **IX. ATTACHMENTS**

Participating Agency's Labor Contract, Personnel Pay and Benefits Schedule

FEMA Memorandum of Agreement

FEMA Code of Conduct

US&R Team Member Disciplinary Procedures

17

**SPONSORING AGENCY**  
Miami-Dade County, a County  
of the State of Florida

ATTEST:

\_\_\_\_\_  
Harvey Rubin  
Clerk of Courts

BY: \_\_\_\_\_  
George Burgess  
County Manager

APPROVED AS TO FORM AND  
CORRECTNESS

APPROVED AS TO INSURANCE  
REQUIREMENT:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Risk Management Division

**PARTICIPATING AGENCY**  
City of Coral Gables, a municipal  
Corporation of the State of Florida

ATTEST:

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
City Manager

APPROVED AS TO TERMS AND  
LEGAL CONDITIONS

APPROVED AS TO FORM AND  
SUFFICIENCY

\_\_\_\_\_  
Coral Gables Fire Rescue Department

\_\_\_\_\_  
City Attorney

18

**MEMORANDUM OF AGREEMENT  
FOR PARTICIPATING AGENCIES**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Miami-Dade County, a county of the State of Florida, (the "Sponsoring Agency") and the City of Miramar Police Department, (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. \_\_\_\_\_ adopted on \_\_\_\_\_, has authorized the County Manager to entered 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 County 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 Urban Search and Rescue 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 as the Scope of Work of the Cooperative Agreement between the Participating Agency 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.
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20

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21

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 effected area. Each ESF is coordinated by a primary agency. FEMA is the primary agency for ESF#9 – Urban Search and Rescue.
- 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.
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22

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- BB. **Participating Agency:** ( \_\_\_\_\_ ) an entity with which the Sponsoring Agency has executed an agreement to satisfy, in part, the Sponsoring Agency's responsibilities under this Agreement.
- CC. **Point of Assembly (POA):** Is the Miami Dade Fire Rescue Headquarters located at 9300 NW 41 Street, Miami, Florida 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

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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 urban search and rescue.

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### III. THE SPONSORING AGENCY SHALL BE RESPONSIBLE FOR:

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- C. Registering and qualifying all medical personnel on the Task Force through U.S. Public Health Service (PHS).

25

- 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.

**IV. 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 benefit percentage calculation for regular and overtime and acceptable written justification of this percentage on file with the Sponsoring Agency.
- F. Task Force personal equipment issued by the Sponsoring Agency to the Participating Agency team member lost, damage, 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 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. **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 use of FEMA funds or other services provided by the Participating Agency under this Agreement**

**V. 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 acts and omissions of its agent employees to the extent permitted 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 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 Participating Agency upon the Participating Agency's review of all applicable law and regulation.**
- C. The Participating Agency is eligible to hire overtime personnel on a one-to-one basis to backfill for a deployed team member. Reimbursement shall be only for the differential cost overtime portion of the salary of personnel used to backfill for activated team members during the identified activation period. No benefits percentage shall be calculated for backfill personnel.

#### **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, sex, age, or national origin 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. This 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 will end on \_\_\_\_\_, at which time the parties may agree to renew the association. Renewal will be based on evaluation of the Sponsoring Agency's ability to conform to procedures, training and equipment standards as prescribed by FEMA.

#### **IX. ATTACHMENTS**

Participating Agency's Labor Contract, Personnel Pay and Benefits Schedule

FEMA Memorandum of Agreement

FEMA Code of Conduct

US&R Team Member Disciplinary Procedures

**SPONSORING AGENCY**  
Miami-Dade County, a County  
of the State of Florida

ATTEST:

\_\_\_\_\_  
Harvey Rubin  
Clerk of Courts

BY: \_\_\_\_\_  
George Burgess  
County Manager

APPROVED AS TO FORM AND  
CORRECTNESS

APPROVED AS TO INSURANCE  
REQUIREMENT:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Risk Management Division

**PARTICIPATING AGENCY**  
City of Miramar, a municipal  
Corporation of the State of Florida

ATTEST:

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
City Manager

APPROVED AS TO TERMS AND  
LEGAL CONDITIONS

APPROVED AS TO FORM AND  
SUFFICIENCY

\_\_\_\_\_  
Miramar Police Department

\_\_\_\_\_  
City Attorney

**MEMORANDUM OF AGREEMENT  
FOR PARTICIPATING AGENCIES**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Miami-Dade County, a county of the State of Florida, (the "Sponsoring Agency") and the Palm Beach County Fire Rescue Department, (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. \_\_\_\_\_ adopted on \_\_\_\_\_, has authorized the County Manager to entered 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 County 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 Urban Search and Rescue 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 as the Scope of Work of the Cooperative Agreement between the Participating Agency 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 (DAE):** 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 Urban Search and Rescue 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 effected area. Each ESF is coordinated by a primary agency. FEMA is the primary agency for ESF#9 – Urban Search and Rescue.
- 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 Urban Search and Rescue 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 a State and its affected local governments.
- W. **Incident Commander (C):** 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 disaster 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 of the Federal Response Plan.

BB. **Participating Agency:** ( \_\_\_\_\_ ) an entity with which the Sponsoring Agency has executed an agreement to satisfy, in part, the Sponsoring Agency's responsibilities under this Agreement.

CC. **Point of Assembly (POA):** Is the Miami Dade Fire Rescue Headquarters located at 9300 NW 41 Street, Miami, Florida 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 urban search and rescue.

II. **Urban Search and Rescue (US&R)**: Regardless of the cause, more of the process of searching for, extricating and providing for the immediate medical treatment of victims trapped in collapsed structures.

### III. THE SPONSORING AGENCY SHALL BE RESPONSIBLE FOR:

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41

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

ATTEST:

\_\_\_\_\_  
Harvey Rubin  
Clerk of Courts

BY: \_\_\_\_\_  
George Burgess  
County Manager

APPROVED AS TO FORM AND  
CORRECTNESS

APPROVED AS TO INSURANCE  
REQUIREMENT:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Risk Management Division

**PARTICIPATING AGENCY**  
Palm Beach County, a municipal  
Corporation of the State of Florida

ATTEST:

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
City Manager

APPROVED AS TO TERMS AND  
LEGAL CONDITIONS

APPROVED AS TO FORM AND  
SUFFICIENCY

\_\_\_\_\_  
Palm Beach County Fire Rescue Department

\_\_\_\_\_  
City Attorney

44