

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
**URBAN SEARCH RESCUE RESPONSE SYSTEM
MEMORANDUM OF AGREEMENT REVISION**

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Memorandum of Agreement between the U.S. Department of Homeland Security, acting through the Federal Emergency Management Agency, the State of _____, and _____, the Sponsoring Agency of _____ Task Force _____ 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 _____, and _____, the Sponsoring Agency of _____ Task Force _____

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 regulation 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

IV DEFINITIONS - continued

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;

V. RESPONSIBILITIES - continued

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 with in 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;

V. RESPONSIBILITIES - continued

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:

Chief, Urban Search & Rescue Section
Federal Emergency Management Agency
U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472
(202) 646-2549

B. State

C. Sponsoring Agency

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.

VII. OTHER PROVISIONS - continued

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.

IX. MODIFICATION, AMENDMENT, AND TERMINATION - continued

- B. This Agreement may be modified or amended only with the written agreement of all of the parties.
- C. This Agreement remains in effect unless terminated. This Agreement may be terminated by any [party upon 30 days written notice.
- D. This Agreement is the full and complete agreement between the undersigned parties, and supersedes any prior agreement between the parties, written or oral, with the exception of an existing Preparedness Cooperative Agreement or Response Cooperative Agreement.
- E. This may be executed in several counterparts, each of which is a valid agreement, provided that all parties to the Memorandum of Agreement have executed at least one original copy of the Memorandum of Agreement.

X EXECUTION

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

Date

Director
State Emergency Management Agency

Date

Chief Executive or Designee
Sponsoring Agency

Date