

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF OAKLAND FIRE DEPARTMENT  
AS THE SPONSORING AGENCY  
OF CALIFORNIA TASK FORCE 4  
OF THE NATIONAL URBAN SEARCH AND RESCUE RESPONSE SYSTEM  
AND  
HAYWARD FIRE DEPARTMENT  
AS A PARTICIPATING AGENCY OF THE TASK FORCE**

This "Agreement" is entered into by and between the parties designated in Section 1, below, who agree that subject to all of the provisions of this Agreement, Hayward Fire Department will serve as a Participating Agency for the California Task Force 4 of the National Urban Search and Rescue Response System. Each party further agrees that it assumes all of the duties and responsibilities assigned to that party under this Agreement and that so long as this Agreement remains in effect, the party will fully perform all of those duties and responsibilities.

1. PARTIES

The parties to this Agreement are the following entities:

1.1. Sponsoring Agency:

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

1.2 Participating Agency:

Hayward Fire Department  
777 B St.  
Hayward, CA 94541  
(510) 583-4000

2. RECITALS

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

- 2.1 Sponsoring Agency. Sponsoring Agency is a cooperating party under a "Memorandum of Agreement" dated October 5, 2009, with the Federal Emergency Management Agency ("FEMA") and the State of

California. A copy of the Memorandum of Agreement (the "FEMA MOA") is attached to this Agreement as Appendix "A" and incorporated by reference.

- 2.2 National Urban Search & Rescue Response System. Pursuant to federal law, principally the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121 through 5206 (the "Stafford Act"), the U.S. Department of Homeland Security ("DHS"), acting through FEMA, operates the National Urban Search & Rescue Response System ("System") in conjunction with State and local governments.
- 2.3 Task Forces. Each Sponsoring Agency is responsible for recruiting and organizing a Task Force consisting of individuals occupying certain specified positions plus additional support personnel, all of whom have been properly trained with the requisite skills and capabilities required for urban search and rescue operations and/or deployment of the Task Force. A Task Force may be deployed as a single unit or it may be reorganized into teams for purposes of modularized responses for limited or specialized Activations. Members of a Task Force may also be deployed as members of a management or other technical team.
- 2.4 California Task Force 4. The City of Oakland Fire Department is the Sponsoring Agency for California Task Force 4 (the "Task Force") and is charged with, among other things, recruiting and organizing members for the Task Force. In the performance of its responsibilities, the Sponsoring Agency may enter into cooperative arrangements with federal, state, or local government entities, or non-profit or for-profit entities, to serve as Participating Agencies in the Task Force and with individuals to serve as Affiliated Personnel of the Task Force. The Sponsoring Agency is obligated to enter into written agreements with those Participating Agencies and Affiliated Personnel setting forth the relationship between the parties.
- 2.5 Participating Agency. Hayward Fire Department desires to be a Participating Agency in the Task Force, subject to all of the provisions of this Agreement.
- 2.6 Applicable Provisions. With respect to National Urban Search & Rescue Response System activities, this Agreement incorporates the provisions of Interim Final Rule, "National Urban Search and Rescue Response System," 70 Fed. Reg. 9182 (Feb. 24, 2005) ("Interim Final Rule"), attached as Appendix "B," as well as the provisions of the FEMA MOA, attached as Appendix "A." To the extent the Interim Final Rule is contrary to the FEMA MOA, the Interim Final Rule will prevail. Upon the effective date of the Final Rule governing this subject ("Final Rule"), the Final Rule shall supersede the Interim Final Rule in Appendix "B" and shall prevail over any contrary provisions of the Interim Final Rule or the FEMA MOA.
- 2.7 Definitions of Terms. Capitalized words and phrases in this Agreement have the same meaning as they do in the Interim Final Rule, unless or until superseded by the Final Rule. Capitalized words and phrases not defined in the Interim Final Rule or the Final Rule have the meaning given in this Agreement.

### 3. AGREED TERMS AND CONDITIONS

- 3.1 Participating Agency.
  - 3.1.1 Participating Agency agrees to provide personnel to serve in certain designated positions on the Task Force as determined by Sponsoring Agency. A list of the individuals who will occupy those designated positions, and who are referred to in this Agreement as "Participants," as well as other pertinent information about them will be maintained by the CA-TF4 Program Office, available for inspection.

3.1.2 Participating Agency further agrees that Participants will meet the required qualifications for the positions to be filled, will receive the required training specified in this Agreement and will satisfy other conditions of preparedness and response as required by the Sponsoring Agency.

3.1.3 The Parties will cooperate with each other to facilitate achievement of the goals and objectives of the System as fully and completely as possible.

### 3.2 Third Party Liability and Workers' Compensation.

3.2.1 Participating Agency and its Participants shall have such coverage for third party liability and workers' compensation as all Task Forces and their System Members under Federal law, the scope of which is generally described in Appendices "A" and "B."

3.2.2 Except as afforded by the Federal Government, the responsibility for risks associated with claims for third party liability and workers' compensation arising out of participation in the Task Force, either organizationally by the Participating Agency or individually by its Participants, shall be the responsibility of Participating Agency and not under any circumstances, the responsibility of Sponsoring Agency. At all times, Participating Agency shall maintain in full force and effect, and provided proof thereof, for the benefit of its Participants and its other employees engaged in System activities, coverage for workers compensation and third party liability to the full extent required by law. Participating Agency shall provide proof of such coverage prior to execution of this Agreement and updated proofs, prior to coverage expiration thereafter.

### 3.3 Financial Provisions.

#### 3.3.1 Preparedness Funds

3.3.1.1 In its sole discretion, Sponsoring Agency may distribute to Participating Agency such preparedness grant funding as Sponsoring Agency shall be eligible to and does receive from FEMA. Any such distributions shall be subject to the requirements of the preparedness grants and the needs of the Task Force generally.

3.3.1.2 Any other funding received by Sponsoring Agency from sources other than the federal government may also be made available as Sponsoring Agency determines in its discretion. Sponsoring Agency shall make such distributions fairly and equitably taking into account the mission, goals and objectives of the Task Force and the needs of the Sponsoring Agency as compared to other proper needs and demands.

#### 3.3.2 Response Funds

3.3.2.1 Sponsoring Agency shall promptly reimburse Participating Agency for response expenses that are authorized to be incurred by or for the benefit of Participants engaged in Task Force activities, upon receiving reimbursement for such expenses from the federal government. Such expenses must be properly ascertained, accumulated and reported to the Sponsoring Agency, and the funds to be utilized for payment must have been reimbursed by or on behalf of FEMA to Sponsoring Agency.

3.3.2.2 After an Activation, Participating Agency shall provide Sponsoring Agency with a complete cost reimbursement package to be submitted by Sponsoring Agency as part of an overall claim package which Sponsoring Agency is obliged to submit to FEMA. The Participating Agency's cost reimbursement package

shall be submitted to the Sponsoring Agency within 30 days after the end of the Personnel Rehabilitation Period established by FEMA. Participating Agency's cost reimbursement package shall be prepared in conformance with applicable federal directives which Sponsoring Agency shall disseminate to Participating Agency.

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

3.3.2.4 To ensure proper reimbursement from FEMA, the compensation of Participants on the Task Force shall be in accordance with submitted pay schedules and policies established by Appendix "C" from the time of activation and until the Task Force returns, is deactivated and Participants are returned to regular work schedules.

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

3.3.2.6 Neither Participating Agency nor any Participant shall be reimbursed for costs incurred outside the scope of this Agreement.

#### 3.4 Reporting And Record Keeping Requirements.

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

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

3.4.3 Participating Agency shall ensure that any medical or other records and information that are afforded confidentiality under applicable law are protected from unauthorized disclosure.

3.4.4 Participating Agency shall provide prompt and accurate reporting as specified in this Agreement, including Appendix "C".

#### 3.5 Mandatory Minimum Requirements For Participation. Each Participant must satisfy all of the following for participation on the Task Force.

3.5.1 Each Participant shall be an employee in good standing of the Participating Agency. Entry-level employees who are probationary or in a similar status are not eligible.

3.5.2 Each Participant shall be of good moral character and shall not have been convicted of any felony or any other criminal offense involving moral turpitude.

3.5.3 Participants serving in a Task Force position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold the appropriate authorization, which must be current and validly issued.

3.5.4 Subject to any applicable FEMA standards, each Participant must meet the medical/fitness standards mutually agreed upon by Sponsoring Agency and Participating Agency and not have any medical condition or disability that will prevent performance of the duties of the Task Force position he/she occupies.

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

### 3.6 Clothing and Equipment.

- 3.6.1 Sponsoring Agency will issue to each Participant certain items of personal protective clothing and equipment for use in Task Force activities and operations. In the event of Activation, Participant shall provide certain additional items of personal clothing and equipment. All these matters are detailed specifically on the CA-TF 4 Website and in Appendix "C". Items of clothing and equipment supplied by Sponsoring Agency shall remain the property of Sponsoring Agency and shall be returned promptly whenever a person ceases to be a Participant.
- 3.6.2 Subject to FEMA requirements, all uniforms will display the official patch of the Task Force and the official patch of the System, as specified by the Sponsoring Agency. The Sponsoring Agency shall specify the design of the uniform and any identifying insignia or markings.

### 3.7 Command, Control and Coordination.

- 3.7.1 When a Participant has been activated or has otherwise been placed at the direction, control and funding of FEMA, such as, for example, during participation in FEMA sponsored training, the ultimate authority for command, control and coordination of the service of the Participant reposes with FEMA exercised through the system chain of command. Subject to the principle just stated, the following provisions of this Section 3.7 govern the responsibilities of the parties with respect to supervisory, disciplinary and other specified aspects of the Participant's employment within the context of his/her participation on the Task Force.
- 3.7.2 Sponsoring Agency shall exercise direct supervisory authority over Participants during Activations, deployments and other activities of the Task Force conducted by Sponsoring Agency, but for disciplinary purposes, that authority is limited to temporary suspension or permanent exclusion from participation. In all other instances where disciplinary action may be necessary, Sponsoring Agency shall report the pertinent

circumstances to Participating Agency, which shall cooperate with Sponsoring Agency and shall administer discipline as appropriate in accordance with the Participating Agency's established rules and regulations.

3.7.3 Nothing in this Agreement is intended to, nor does it, affect the employer-employee relationship between Participating Agency and its employees who are Participants, and Participating Agency shall at all times continue to be fully responsible for all of its employment obligations to its employee Participants, including the compensation and benefits that the Participating Agency has agreed to provide.

3.7.4 While participating in System activities conducted by the Task Force, Participants shall be subject to and observe and comply with all lawful orders and directions of the authorized representatives of Sponsoring Agency and the Task Force. Sponsoring Agency retains the right to suspend or exclude any Participant from participation on the Task Force for cause including failure to abide by the provisions of this Agreement.

### 3.8 Media and Information Policy.

3.8.1 Subject to applicable law, including FEMA regulations and directives, all photographs and video taken during a deployment will be kept under the control of Sponsoring Agency until use in internal or external education programs or other dissemination is approved by FEMA, except to the extent that disclosure is required by court order or California law.

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

3.8.3 Subject to applicable rules and regulations, Sponsoring Agency will have the primary responsibility for coordination of media coverage and liaison with media sources and representatives concerning activities of the Task Force. Sponsoring Agency shall endeavor to expose all Participating Agencies to favorable media coverage opportunities.

### 3.9 Rules of Conduct.

3.9.1 All Participants will be expected to abide by the rules of conduct established by FEMA and the Sponsoring Agency.

3.9.2 The failure of a Participant to abide by the rules of conduct constitutes may result in suspension or exclusion from the Task Force under Section 3.7 above.

### 3.10 Preparedness Activities.

3.10.1 Sponsoring Agency shall conduct Task Force management, administration, training, equipment procurement and other preparedness activities required by FEMA. Participating Agency and its Participants shall cooperate with Sponsoring Agency and shall participate in the activities as necessary to achieve Task Force preparedness goals and objectives.

3.10.2 Specific training activities to be conducted, respectively, by Sponsoring Agency and by Participating Agency, including training, administration and reporting requirements, are available via the CA-TF 4 Website, presented to your Agency representative at monthly Executive Committee meetings and are contained in Appendix "C".

3.10.3 As established by System directives but subject to the availability of federal funding, Sponsoring Agency shall procure and maintain required caches of equipment and supplies. The contents of these

caches shall be utilized for deployments of the Task Force and, subject to federal rules and regulations, will be made available for training activities of Sponsoring Agency and Participating Agency. Participants shall use Task Force cache equipment and supplies only for authorized purposes and shall exercise reasonable care to protect and preserve the property against loss or damage. The Participating Agency shall be financially accountable for any Task Force property that is lost or damaged due to negligence or unauthorized use by the Participating Agency.

### 3.11 Notification Procedures and Other Communications.

#### 3.11.1 Alerts and Activation.

3.11.1.1 Sponsoring Agency's commander/chief executive officer or his/her designee shall determine whether the Task Force is capable of and will respond to Activation Orders.

3.11.1.2 Participating Agency shall maintain at all times a "Point of Notification" for receipt of notices from Sponsoring Agency concerning possible deployments of the Task Force. The Point of Notification shall include 24-hour telephonic and electronic capabilities. Information concerning the Participating Agency Point of Notification shall be updated as necessary.

3.11.1.3 Upon receipt of Alert or Activation Orders, Sponsoring Agency shall give prompt telephonic and electronic notice to Participating Agency's Point of Notification. The notice shall designate the Task Force positions for which Participating Agency's Participants are being requisitioned, the location of the assembly point, and to the extent known, the nature and character of the Activation.

3.11.1.4 Participating Agency shall at all times maintain the capability of providing requisitioned Participants for participation on a deployment of the Task Force.

3.11.1.5 Upon receipt of an Activation Order for the Task Force, Participating Agency shall cause the required Participants to respond to the assembly point designated in the notice.

#### 3.11.2 Mobilization.

3.11.2.1 All requisitioned Participants will respond to the designated assembly point within [number of hours; also see Section 3.5.5] hours of notification with all required personal clothing and equipment and required documentation.

3.11.2.2 Participating Agency will select its Participants through a pre-established selection system that ensures the requisition is promptly filled with fully qualified Participants.

3.11.2.3 Selected Participants will be subject to a pre-deployment medical screening. Any Participant who fails the screening will not be deployed.

3.11.2.4 Sponsoring Agency retains the sole right to determine which Participating Agency personnel, if any, will respond with the Task Force when Activated.

3.11.3 Other Communications. Sponsoring Agency will remain in contact with Participating Agency through the Participating Agency Point of Notification during the period of Activation.

### 3.12 Critical Incident Stress Syndrome ("CISS") and Management.

3.12.1 Sponsoring Agency will have primary responsibility to provide CISS training, intervention and support, before, during and after activation.

3.12.2 Costs incurred for unauthorized CISS activities are not eligible for reimbursement.

#### 4. GENERAL PROVISIONS

4.1 Effective Date. This Agreement shall be effective \_\_\_\_\_, and when it has been duly and regularly authorized and executed by both parties.

4.2 Authority. As more specifically indicated above and below, this Agreement is made (a) pursuant to the provisions of the Interim Final Rule or the Final Rule; and (b) under the authority of California law, in furtherance of the purposes of the National Urban Search and Rescue Response System.

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

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

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

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

4.4 Amendments and Termination.

4.4.1 Except as otherwise expressly provided, this Agreement may be modified or amended only by another written agreement approved and executed by both parties, and all such amendments will be attached to this Agreement.

4.4.2 Term and Termination. The Agreement shall continue in effect unless and until terminated as provided in this Agreement. The Agreement may be terminated by either party upon 30 days written notice, except that Participating Agency may not terminate this Agreement without the written consent of Sponsoring Agency during any time interval when the Task Force has been placed on Alert status or has been Activated if the Alert or Activation affects Participants of the Participating Agency.

4.5 Miscellaneous Provisions.

4.5.1 The obligations of the Participating Agency set forth in this Agreement are non-delegable and may not be assigned to or assumed by any other person without the prior written consent of Sponsoring Agency.

4.5.2 Except and to the extent federal law controls, this Agreement shall be construed and enforced, as between the parties, according to the laws of the State of California.

4.5.3 No party shall engage in any conduct or activity in the performance of this Agreement or participation in the System that constitutes a conflict of interest under applicable federal, state or local law, rules and regulations.



4.5.4 Each party shall at all times observe and comply with all applicable federal, state and local laws, rules and regulations.

4.5.5 Except as provided otherwise with respect to emergency notifications, if it is necessary for the purposes of this Agreement for one of the named parties to give notice to the other named party, notice shall be in writing with the expenses of delivery or mailing fully prepaid and shall be delivered by personal service or a form of public or private mail service requiring proof of delivery. Notice is effective upon personal delivery, or by mail service, on the date of either actual receipt or five days after posting, whichever is first. Unless changed in writing in accordance with this Section, notice shall be served on the party at the address shown in Sections 1.1 and 1.2 of this Agreement.

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

4.5.7 Should any provision of this Agreement be determined to be invalid or unenforceable under applicable law, the provision shall, to the extent required, be severed from the remainder of the Agreement which shall continue in full force and effect.

4.5.8 This Agreement and its provisions are binding upon and inure to the benefit of the parties and to their respective successors in interest, provided, however, this Agreement does not and will not bestow any rights or remedies upon persons to whom an unlawful delegation or assignment has been made by Participating Agency.

4.5.9 This Agreement is made for the sole and exclusive benefit of the named parties and their lawful successors in interest, and no other person or entity is intended to, nor shall such other person or entity acquire or be entitled to receive any rights or benefits as a third-party beneficiary of this Agreement.

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

4.5.11 Each person executing this Agreement represents that: he/she was and is lawfully authorized to sign the Agreement on behalf of the party he/she represents; execution of the Agreement was duly and regularly authorized by the party's governing body; and, to the person's best knowledge and belief the Agreement is a binding and enforceable obligation of the party on whose behalf he/she acted.

4.5.12 Each party represents to the other: that the party has fully read and understood all of the provisions of this Agreement including the Appendices and other attachments, if any; that the party has secured and considered such legal advice and other expert counsel as the party deemed necessary and advisable for these purposes; and, that in agreeing to execute and become a signatory to this Agreement the party has deemed itself adequately informed and advised as to all of the risks assumed and obligations undertaken pursuant to this Agreement.

4.5.13 This Agreement, including the Appendices and attachments, if any, constitutes the entire agreement between the parties and it supersedes any prior agreements on this matter.

5. EXECUTION

Sponsoring Agency:

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

\_\_\_\_\_  
Sabrina Landreth  
City Administrator, City of Oakland

Date: \_\_\_\_\_

\_\_\_\_\_  
Darin White  
Fire Chief, Oakland Fire Department

Date: \_\_\_\_\_

Approved for Form and Legality

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

Resolution No. \_\_\_\_\_ C.M.S.

Date: \_\_\_\_\_

Participating Agency: Hayward Fire Department

\_\_\_\_\_  
Kelly McAdoo  
City Manager, City of Hayward

Date: \_\_\_\_\_

\_\_\_\_\_  
Garret Contreras  
Fire Chief, City of Hayward

Date: \_\_\_\_\_

Approved as to Form and Procedure:

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

Attest: \_\_\_\_\_  
City Clerk