



**Memorandum of Agreement
Between
The City of Dallas, Dallas Fire-Rescue Department
The Sponsoring Agency of The
Dallas Regional Urban Search & Rescue Task Force (Texas Task Force 2)
And
Texas Task Force 2 Member
And
The Participating Agency / Employer**

This "Agreement" is entered into this ____ day of _____, 20__ by and between the parties designated in Section 1, below, who agree that subject to all of the provisions of this Agreement, the Members named in Section 1.3 of _____ (Participating Agency) will serve as a Task Force Member for the Dallas Regional Urban Search & Rescue Task Force (Texas Task Force 2). 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 Dallas/Dallas Fire-Rescue Department 1500 Marilla, 7AS City Hall Dallas, TX 75201

1.2. Participating Agency:

1.3. Participating Member:

Participating Member:

Participating Member:

Participating Member:

Participating Member:

Participating Member:

Participating Member:

Participating Member:

Participating Member:

Participating Member:

2. RECITALS

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

2.1 Task Forces. The 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.

2.2 Texas Task Force 2. The City of Dallas/Dallas Fire-Rescue Department is the Sponsoring Agency for Texas Task Force 2 (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. Furthermore, Texas Task Force 2 may be activated upon the request of any local, state, or federal agency or jurisdiction. Hence, the Task Force is considered both a Regional, and State of Texas asset.

2.3 Participating Agency. _____ desires to be a Participating Agency in the Task Force, subject to all of the provisions of this Agreement.

2.4 Participating Member. Those named in Section 1.3 above desire to be a Participating Member in the Task Force, subject to all provisions of the Agreement.

2.5 Definitions of Terms.

- A) Activation: the process of mobilizing TX-TF2 members to deploy to a designated disaster site. When the Task Force responds to such a mobilization request, the member is required to arrive with all equipment and personal gear to the designated Point of Departure (POD) within two hours and thirty minutes of activation notice. The time at which the Task Force member receives a request for activation and accepts the mission will be considered the time at which personnel costs to be charged to Task Force activities shall begin. For activations involving pre-deployment of members in anticipation of an event, the time at which personnel costs to be charged to Task Force activities shall be determined by the Director of TX-TF2 and/or his designee.
- B) Alert: the process of informing Task Force members that an event has occurred and that TX-TF2 may be activated at some point within the next 24-48 hours.
- C) De-Activation: The process of de-mobilizing Texas Task Force 2 (TX-TF2) members upon notification from the State or DHS/FEMA to stand down.
- D) Director: the Program Director of the Task Force from the Sponsoring Agency.
- E) Disaster Assistance Employee (DAE): a temporary employee, hired under the provisions of the Robert T. Stafford Disaster Relief Act to assist with the activation, movement and deactivation of the Task Force.
- F) DHS/FEMA: the Department of Homeland Security/Federal Emergency Management Agency
- G) GDEM: State of Texas Governor's Division of Emergency Management
- H) Member: An individual who has been formally accepted into Texas Task Force 2, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance of necessary training and fitness.
- I) 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 (DVA), state and local governments and the private sector entities designed to care for a large number of casualties resulting from a domestic disaster. The Public Health Service (PHS) is responsible for this program
- J) Participating Agency/Employer: the Task Force member's employer, which by execution of this MOA, has provided official sanction of Texas Task Force 2 (TX-TF2) and supports the members' involvement within TX-TF2.
- K) Participating Member: (Also referred to as Participant in this document, and by FEMA as Affiliated Personnel), is defined as "individuals not normally employed by a Sponsoring Agency or Participating Agency and individuals normally affiliated with a Sponsoring Agency or Participating Agency as volunteers."

- L) Point of Departure (POD): Designated location where a task force reports for transport to an incident.
- M) Sponsoring Agency: entity providing resources and administrative oversight to TX-TF2 Urban Search and Rescue Task Force.
- N) State: for the purpose of this MOA, the State of Texas through the Governor's Division of Emergency Management (GDEM).
- O) Task Force/Strike Team: an integrated collection of personnel and equipment meeting standardized capability criteria for addressing search and rescue needs during disasters.
- P) Task Force Sponsored Training: training and/or exercises performed at the direction, control and funding of GDEM or TX-TF2.
- Q) Task Force Sanctioned Training: training and/or exercises performed at the direction, control and funding of a participating agency or Task Force member in order to develop and maintain the US&R capabilities of the member and the Task Force. Task Force sanctioned training shall be coordinated with TX-TF2 staff and receive written authorization to conduct such training prior to the start of the training.
- R) Urban Search and Rescue (US&R): specialized tactics, personnel and equipment suited to the unique search, rescue or recovery problems associated with natural or man-made disasters.

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 is contained in Appendix "A". Participating Agency shall reserve the right to refuse a mission based on the needs of the agency and the availability of personnel at the time the request is received.

3.1.2 Participating Agency further agrees that Participants will meet the required qualifications for the positions to be filled 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 so as to facilitate achievement of the goals and objectives of the System as fully and completely as possible.

3.2 Participating Member

3.2.1 A Participating Member agrees that he/she will meet/maintain the required qualifications for the position to be filled and will satisfy other conditions of preparedness and response as required by the Sponsoring Agency.

3.3 Third Party Liability and Workers' Compensation.

3.3.1 Participating Agency and its Participants, and Participating Members shall be afforded such coverage for third party liability and workers' compensation as is afforded all Task Forces and their System Members under State law pursuant to State ordered deployment or State mandated training.

3.3.2 Except as afforded by the State of Texas, 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 or individually by a Participating

Member, shall be the responsibility of Participating Agency or Participating Member, and not under any circumstances, the responsibility of Sponsoring Agency. At all times, Participating Agency shall maintain in full force and effect, and provided proof thereof, for the benefit of its Participants and its other employees engaged in System activities, coverage for workers compensation and third party liability to the full extent required by law.

3.4 Financial Provisions.

3.4.1 Preparedness Funds

3.4.1.1 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 the State or FEMA. Any such distributions shall be subject to the requirements of the preparedness grants and the needs of the Task Force generally.

3.4.1.2 Any other funding received by Sponsoring Agency from sources other than the State of Texas or 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.

3.4.2 Response Funds

3.4.2.1 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. Such expenses must be properly ascertained, accumulated and reported to the Sponsoring Agency.

3.4.2.2 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 the State or FEMA. The Participating Agency cost reimbursement package shall be submitted to the Sponsoring Agency within 30 days after the end of the Personnel Rehabilitation Period established in the demobilization order. Participating Agency's cost reimbursement package shall be prepared in conformance with applicable state and federal directives which Sponsoring Agency shall disseminate to Participating Agency.

3.4.2.3 Participating Agency shall provide Sponsoring Agency with employee compensation information for its Participants at least annually, or as changes occur in compensation rates payable to Participants. That information and other pertinent Participant data required by Sponsoring Agency shall be provided in an updated version of Appendix "B" and is a requirement addressed in Appendix "C".

3.4.2.4 To ensure proper reimbursement, the compensation of Participants on the Task Force shall be in accordance with pay schedules and policies established by Appendix "B", from the time of activation and until the Task Force returns and is deactivated.

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

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

3.5 Reporting And Record Keeping Requirements.

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

3.5.2 The Sponsoring Agency shall issue a Task Force Picture Identification Card for all individuals listed in Appendix A [see Section 3.1].

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

3.5.4 Participating Agency shall provide prompt and accurate reporting as specified in this Agreement.

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

3.6.1 Each Participant employed by a Participating Agency 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.*

3.6.2 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.

3.6.3 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.

3.6.4 Subject to any applicable State or 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.

3.6.5 Each Participant must be available on short notice to mobilize within 2 hours and 30 minutes of request and be able to respond on a mission for up to 14 days.

3.6.6 Each Participant must be capable of improvising and functioning for long hours under adverse working conditions.

3.6.7 Each Participant must receive such inoculations as are specified by the Sponsoring Agency.

3.6.8 Each Participant must be aware of the signs, symptoms and corrective measures of Critical Incident Stress Syndrome.

3.6.9 Each Participant must understand and adhere to safe working practices and procedures as required in the urban disaster environment.

3.6.10 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.

3.6.11 Each Participant must have completed such courses of education and training and other requirements as the Sponsoring Agency shall specify.

3.6.12 Sponsoring Agency has authority to immediately suspend or terminate a Participant's participation on the Task Force for failure to satisfy any mandatory requirement.

3.7 Clothing and Equipment.

3.7.1 Prior to the execution of this Agreement, the Sponsoring Agency and Participating Agency, will determine the issuance 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 in Appendix "D". 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.

3.7.2 Subject to TX-TF2 requirements, all uniforms will display the official patch of the Task Force and the official patch of the Participating Agency, as specified by the Sponsoring Agency. The Sponsoring Agency shall specify the design of the uniform and any identifying insignia or markings.

3.8 Command, Control and Coordination.

3.8.1 When a Participant has been Activated or has otherwise been placed at the direction, control and funding of the State or FEMA, such as, for example, during participation in State sponsored training, the ultimate authority for command, control and coordination of the service of the Participant reposes with TX-TF2 exercised through the system chain of command. Subject to the principle just stated, the following provisions of this Section 3.8 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

3.8.2 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.

3.8.3 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.

3.8.4 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.

3.9 Media and Information Policy.

3.9.1 Subject to applicable law, including State 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 the State.

3.9.2 All applicable federal, state, and local media policies will be strictly enforced and followed.

3.9.3 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 and Participating Members to favorable media coverage opportunities.

3.10 Rules of Conduct.

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

3.10.2 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 3.8 above.

3.11 Preparedness Activities.

3.11.1 Sponsoring Agency shall conduct Task Force management, administration, training, equipment procurement and other preparedness activities required by the State. 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.

3.11.2 Specific training activities to be conducted, respectively, by Sponsoring Agency and by Participating Agency including training, administration and reporting requirements, are contained in Appendix "E".

3.11.3 As established by System directives but subject to the availability of state and 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 state and federal rules and regulations, will be made available for training activities of Sponsoring Agency and Participating Agency, Participating Member. 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.

3.12 Notification Procedures and Other Communications.

3.12.1 Alerts and Activation.

3.12.1.1 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.

3.12.1.2 Participating Agency shall maintain at all times a "Point of Notification" for receipt of notices from Sponsoring Agency concerning possible deployments of the Task Force. The Point of Notification shall include 24-hour telephonic and electronic capabilities. Information concerning the Participating Agency Point of Notification shall be set forth in Appendix "F".

3.12.1.3 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.

3.12.1.4 Participating Agency shall at all times maintain the capability of providing requisitioned Participants for participation on a deployment of the Task Force, but reserves the right to decline the mission based on the needs of the agency and the availability of qualified personnel.

- 3.12.1.5 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.
- 3.12.1.6 Upon receipt of an Activation Order for the Task Force, Participating Member shall notify the Task Force that he/she is available for deployment and respond to the assembly point.
- 3.12.2 Mobilization.
- 3.12.2.1 All requisitioned Participants will respond to the designated assembly point within 2 hours and 30 minutes of notification with all required personal clothing and equipment and required documentation.
- 3.12.2.2 Participating Agency will select its Participants through a pre-established selection system that ensures the requisition is promptly filled with fully qualified Participants.
- 3.12.2.3 Selected Participants will be subject to a pre-deployment medical screening. Any Participant who fails the screening will not be deployed.
- 3.12.2.4 Sponsoring Agency retains the sole right to determine which Participating Agency personnel, Participating Member, if any, will respond with the Task Force when Activated.
- 3.12.3 Other Communications. Sponsoring Agency will remain in contact with Participating Agency through the Participating Agency Point of Notification during the period of Activation.
- 3.13 Critical Incident Stress Syndrome ("CISS") and Management.
- 3.13.1 Sponsoring Agency will have primary responsibility to provide CISS training, intervention and support, before, during and after activation.
- 3.13.2 Costs incurred for unauthorized CISS activities are not eligible for reimbursement.

4. GENERAL PROVISIONS

- 4.1 Effective Date. This Agreement shall be effective when it has been duly and regularly authorized and executed by all 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 Texas 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 list of qualified participants from the participating agency, serving as "members" of the Task Force.
- 4.3.2 Appendix "B" – US&R Task Force position pay scale and reimbursement policies.
- 4.3.3 Appendix "C" – Task Force reports and record keeping requirements.

- 4.3.4 Appendix "D" – Clothing and equipment provided by Task Force and required of participants.
- 4.3.5 Appendix "E" – US&R Task Force position descriptions and training requirements.
- 4.3.6 Appendix "F" – Point of contact information for Participating Agency and Sponsoring Agency.

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 all 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 any 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 Texas.

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 and 1.3 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 Texas 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

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

Sponsoring Agency

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR.
City Attorney

CITY OF DALLAS
MARY K. SUHM
City Manager

BY _____
Assistant City Attorney *AK*

BY _____
Assistant City Manager

Participating Agency

APPROVED AS TO FORM: *[if applicable]*

_____ *[Name of Participating Agency]*

BY _____

(Type or Print Name and Title)

BY _____
Authorized Officer

[Type or Print Name and Title]

Participating Member

Participating Member

BY _____
Participating Member

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BY _____
Participating Member

Date: _____

APPENDIX A



Overview

This appendix provides the necessary information for Participating Members and Participating Agencies entering into Agreement with Texas Task Force 2 (TX-TF2). The section will:

- Provide the “TX-TF2 Applicant Information Application Form 307-2” for an individual interested in applying for membership with the Task Force. Applicant information will include:
 - Personal information
 - Notification information
 - TF Position (s) being applied for
 - Emergency contact information
 - Special Qualifications
 - Training overview
 - Participating Agency (if applicable)

- Provide the “Participating Agency Participant Roster Form 307-3”. This form will include:
 - Name of the Participating Agency
 - Contact information
 - Certified members assigned to TX-TF2
 - Period of Performance

All applicable Forms will be attached to the MOA for filing.

APPENDIX B



Overview

This appendix provides the necessary information regarding Task Force Pay Scales and Reimbursement Procedures for Participating Members and Participating Agencies entering into Agreement with Texas Task Force 2 (TX-TF2).

A) Pay Rates

- 1) TX-TF2 will reimburse its Participating Agencies for the participation of each Task Force Member who is employed by that Participating Agency at the hourly rate of salary identified on the most current payroll printout provided by the Participating Agency requesting salary reimbursement. TX-TF2 may also reimburse Participating Agencies for the allocable portion of fringe benefits paid to or on behalf of the Task Force member during the period of activation. The actual benefits paid must also be shown on or attached to the Participating Agency's payroll printout submitted to TX-TF2. Participating Agencies will use the Form 307-6 and attach accompanying documentation when requesting reimbursement.
- 2) A Participating Member, an individual resource (Affiliated Personnel), members not employed by a Participating Agency will be paid at a rate identified with his/her Task Force Position on the TX-TF2 Pay Schedule by Position, Form 307-6B (attached). The individual resource's 40-hour workweek will begin upon acceptance of a mission. The individual will be paid for the first 40-hours at the standard base rate of pay, and at one and one half (1 ½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

B) Work Shift

- 1) Every day is considered a workday during the Activation, until the Activation is over, and the Task Force returns to its original Point of Assembly. Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of Activation
- 2) All individuals are assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.
- 3) All non-FLSA exempt Task Force members will receive their standard base rate of pay, converted to a 40-hour work week, for the first 8-hours of each work day and the first 40-hours of work each week. Hours eligible for compensation above this will be paid at one and one half (1 ½) times the members base rate of pay.
- 4) All FLSA-exempt Task Force members will receive their normal salary for all hours worked during the Activation. FLSA-exempt members will not receive overtime compensation.

C) Ordered Standby

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

D) Reimbursement

All "Financial Provisions" which exist in Section 3.4 of the MOA shall apply to reimbursement procedures.

TX-TF2 Pay Schedule By Position Form 307-5

Texas Task Force 2 has adopted the following pay rates for Task Force Members who are not employed by a Participating Organization / Agency. The rates for all except the Medical Team Manager are based on the current GS-Salary Tables for GS11/5, GS12/5, GS13/5, and GS15/5, plus locality pay.

2010 GS Base Rates

Assignment	Hourly Rate	Assignment	Hourly Rate
Medical Team Manager	\$85.00	Safety Officer	\$39.50
Task Force Leader	\$46.97	Rescue Squad Officer	\$39.50
Structural Specialist	\$65.29	Planning Officer	\$39.50
HazMat Manager	\$39.50	Technical Information Specialist	\$39.50
Search Team Manager	\$39.50	Communications Specialist	\$39.50
Rescue Team Manager	\$39.50	Technical Search Specialist	\$32.95
Logistics Team Manager	\$39.50	Rescue Specialist	\$32.95
Plans Manager	\$39.50	Medical Specialist	\$32.95
		Logistics Specialist	\$32.95
		Heavy Rigging Specialist	\$32.95
		HazMat Specialist	\$32.95
		K-9 Specialist	\$39.50
		Ground Support	\$32.95



TX-TF2 Request for Reimbursement Form 307-6



I. Participating Agency

Invoice Number: _____

<i>Participating Agency / Organization Name::</i>		
<i>Agency Address: (street, city or town, state, Zip code):</i>		
<i>Date:</i>	<i>Fed Tax ID Number:</i>	<i>Business Fax:</i>
<i>Primary Contact Person:</i>	<i>Business Telephone:</i>	<i>E-mail Address:</i>
	<i>Cellular Telephone:</i>	
<i>Check Payable to:</i>		

Employee Information

Complete one form for each employee

II. Reimbursement Information

<i>Name of Employee:</i>		<i>TF Position:</i>		<i>SS# (Last 4 digits):</i>		<i>Regular Hourly Rate:</i>	
<i>Rank:</i>							
<i>TF Alert Date & Time:</i>	<i>TF Activation Date & Time:</i>	<i>TF Demobilization Date & Time:</i>		<i>Time Employee Starts Shift:</i>	<i>Time Employee Ends Shift:</i>		
<i>Incident Name:</i>							
<i>Day of Week Deployed:</i>	<i>Dates of Deployment:</i>	<i>US&R Work Hours:</i>		<i>Straight Time Hours:</i>	<i>Overtime Hours:</i>		

<i>Total Amount Requested:</i>	<p>Once this form is completed, please forward along with the appropriate payroll printouts to the following:</p> <p>Mr. Donzell Gipson – Assistant Director, Financial Services Dallas Fire-Rescue Department City Hall – 7AS Dallas, TX 75201</p> <p>For questions concerning this form, please contact Heather Sherlock at 214-670-7953</p>
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Certification:

I certify, to the best of my knowledge and belief, that the billed costs or disbursements are in accordance with the terms and conditions of the Memorandum of Agreement, and that payment is due and has not previously been requested.

Signature: _____ Date: _____

Name / Title: _____

TX-TF2 Request for Reimbursement Form 307-6B



I. Personal Information

Name:		
Address: (street, city or town, state, Zip code):		
Date:	Telephone:	Fax:
Cellular Telephone:		
Email Address:		

Employee Information

Complete one form for each employee

II. Reimbursement Information

Name:		TF Position:		SS# (Last 4 digits):		Regular Hourly Rate:	
TF Alert Date & Time:	TF Activation Date & Time:	TF Demobilization Date & Time:	Time Employee Starts Shift:	Time Employee Ends Shift:			
Incident Name:							
Day of Week Deployed:	Dates of Deployment:	US&R Work Hours:	Straight Time Hours:	Overtime Hours:			
Additional Dates Worked:	Total Hours Worked:	Straight Time Hours:		Overtime Hours:			

Total Amount Requested:	<p>Once this form is completed, please forward along with the appropriate payroll printouts to the following:</p> <p style="margin-left: 20px;">Mr. Donzell Gipson – Assistant Director, Financial Services Dallas Fire-Rescue Department City Hall – 7AS Dallas, TX 75201</p> <p>For questions concerning this form, please contact Heather Sherlock at 214-670-7953</p>
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III. Certification:

I certify, to the best of my knowledge and belief, that the billed costs or disbursements are in accordance with the terms and conditions of the Memorandum of Agreement, and that payment is due and has not previously been requested.

Signature: _____ Date: _____

Name / Title: _____

APPENDIX C



Overview

This appendix provides the necessary information regarding Reports and Recordkeeping for Participating Members and Participating Agencies entering into Agreement with Texas Task Force 2 (TX-TF2).

A) Reports

- 1) Participating Members (Affiliated Personnel) – Reserved
- 2) Participating Agencies – Reserved

B) Record Keeping

- 1) Participating Members (Affiliated Personnel) – It will be the responsibility of the Sponsoring Agency to maintain records on all Participating Members designated as Affiliated Personnel.
 - 1.1 Individuals are required to provide the Sponsoring Agency with items such as certificates of training, shot records, drivers license numbers, etc. during their affiliation with the Task Force.
 - 1.2 All supporting documentation will accompany the Task Force Form 307-2 when making application with the Task Force.
 - 1.3 Individuals shall notify the Sponsoring Agency of changes to their personal file within 30-days from the date of change.
- 2) Participating Agencies - will maintain certificates of training, shot records, drivers license numbers, etc. on their members, during their affiliation with the Task Force.
 - 2.1 Participating Agencies shall be responsible for “Credentialing” their personnel assigned to positions on the Task Force.
 - 2.2 The Task Force Form 307-3 will be utilized to document credentialed members. The Participating Agency will update the 307-3 when warranted.

APPENDIX D



Overview

This appendix provides the necessary information regarding Clothing and Equipment issuances for Participating Members and Participating Agencies entering into Agreement with Texas Task Force 2 (TX-TF2).

A) Clothing and Equipment Allocations

Members assigned to positions on the Task Force shall be provided with the proper personal protective equipment prior to participating in approved training courses, and deployments.

This Appendix will accompany the MOA and will specify in **detail**, if the necessary equipment will be provided by the Sponsoring Agency, the Participating Agency, or the individual directly. (See Section C)

B) Required Equipment

The following equipment is required for Regional and State Deployments:

SA – Sponsoring Agency, PA – Participating Agency, I - Individual

Item Description	Quantity	Responsibility Of
Blue BDU Trousers		SA, PA, I
Blue BDU shirt with PA & US&R patches		SA, PA, I
US&R Picture ID		SA
US&R Belt		SA, PA, I
US&R T-shirt		SA, PA, I
US&R Safety Boots		SA, PA, I
Ball cap (optional)		SA, PA, I
US&R Equipment Bag		SA, PA, I
Navy blue or black heavy jacket (seasonal)		SA, PA, I
Rain Gear		SA, PA, I
Underwear		I
Socks		I
Bath Towel		I
Wash Cloth		I
Personal Hygiene and Grooming Kit		I
Eyeglasses		I
Sunglasses		I
1-Week worth of medications		I

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Item Description	Quantity	Responsibility Of
Wristwatch		I
Food and water for 24 hours		SA
Administrative kit for assigned position		SA
Nimrod Backpack		SA, PA, I
Safety Helmet with chin strap and helmet light		SA, PA, I
US&R Gloves		SA, PA, I
Firefighting Gloves (for hot work, welding, etc.)		SA, PA, I
Eye Protection		SA, PA, I
Hearing Protection		SA, PA, I
SCBA Face Piece		SA, PA, I
N95 Particulate Mask		SA, PA, I
Flashlight, with spare batteries and bulbs		SA, PA, I
Drinking Water & MRE		SA
Knee pads		SA, PA, I
Bandanas		I
Sunscreen & Insect Repellent		I
FOG Manual		SA, PA, I

C) Authorization of Equipment (*Attach to MOA*)

By signing below, those Agencies and/or Individual agree to the issuance of equipment detailed in Section B.

I. Participating Agency

Signature: _____ Date: _____

Name / Title: _____

II. Individual

Signature: _____ Date: _____

Name: _____

III. Sponsoring Agency

Signature: _____ Date: _____

Name / Title: _____

APPENDIX E



Overview

This appendix provides the necessary information regarding Task Force Position Descriptions and Training Requirements for Participating Members and Participating Agencies entering into Agreement with Texas Task Force 2 (TX-TF2).

ATTACHMENT – PD for applicant.

APPENDIX F



Overview

This appendix is intended to detail the Point of Contact information for the Sponsoring Agency, Individuals, and Participating Agencies entering into Agreement with Texas Task Force 2 (TX-TF2).

I. Participating Agency

<i>Organization / Department / Employer:</i>		
<i>Organization / Department / Employer (street, city or town, state, Zip code):</i>		
<i>E-mail Address:</i>	<i>Business Telephone:</i>	<i>Business Fax:</i>
<i>Primary Contact Person:</i>	<i>Business Telephone:</i> <i>Cellular Telephone:</i>	<i>E-mail Address:</i>

Signature: _____ Date: _____

Name / Title: _____

II. Individual

<i>Last Name:</i>	<i>First:</i>	<i>MI:</i>	<i>e-mail address, if any:</i>
<i>Address: (street, city or town, state, Zip code)</i>			
<i>Home Telephone:</i>	<i>Business Telephone:</i>	<i>Fax Number:</i>	
<i>Cellular Telephone:</i>	<i>Pager Number: Alpha-numeric? Yes No</i>		

Signature: _____ Date: _____

Name: _____

III. Sponsoring Agency

<i>Organization / Department / Employer:</i>		
<i>Organization / Department / Employer (street, city or town, state, Zip code):</i>		
<i>E-mail Address:</i>	<i>Business Telephone:</i>	<i>Business Fax:</i>
<i>Primary Contact Person:</i>	<i>Business Telephone:</i> <i>Cellular Telephone:</i>	<i>E-mail Address:</i>

Signature: _____ Date: _____

Name / Title: _____