

**INTERGOVERNMENTAL AGREEMENT
FOR URBAN SEARCH AND RESCUE ASSISTANCE
BETWEEN
THE WASHINGTON STATE MILITARY DEPARTMENT,
EMERGENCY MANAGEMENT DIVISION
AND
PIERCE COUNTY
AS THE SPONSORING AGENCY FOR
WASHINGTON URBAN SEARCH AND RESCUE TASK FORCE 1**

1. Introduction

A. The Parties

The Washington State Military Department, Emergency Management Division (EMD), is responsible to the Governor for carrying out the program for emergency management of Washington State, and is to coordinate the activities of emergency management organizations within the State. Pierce County (County) is the sponsoring agency of Washington Urban Search and Rescue Task Force 1 (WA-TF1), which is part of the National Urban Search and Rescue (US&R) System established by the Federal Government through the Federal Emergency Management Agency (FEMA).

B. The National US&R System

The National US&R System currently consists of 28 US&R Task Forces in 19 States that may be activated by FEMA for response to requests for federal emergency assistance throughout the nation. Each US&R Task Force is organized by a sponsoring agency pursuant to a memorandum of agreement with FEMA under which the Task Force will respond as a federal asset to major disasters or emergencies declared by the President under the Stafford Act on a reimbursable basis as prescribed by agreements with FEMA and in accordance with federal policies and rules. The sponsoring agency for each Task Force is responsible for entering into agreements with participating (participant agreements) local agencies and private entities (participating entities) to provide support for the Task Force subject to these federal agreements, policies and rules.

C. WA-TF1

WA-TF1 is the only FEMA National US&R System Task Force located in Washington State. It is sponsored by Pierce County which has entered into participant agreements with participating regional entities to provide support for the Task Force. Through agreements with FEMA, County receives funding for equipment and training for WA-TF1 federal deployments, which also improves the capability of WA-TF1 participants to respond to in-state emergencies and disasters.

D. Purpose of this Agreement

Pursuant to FEMA issued US&R Program Directive 2007-012, a US&R Task Force can be activated by FEMA for federal deployment in another state but not for response to an emergency or disaster within the state in which the Task Force is located. Under this Directive, in-state federal activation and deployment of a US&R Task Force would violate the Stafford Act because US&R

Task Force participants are considered by FEMA to be state and local resources that must be utilized as such prior to the State seeking federal assistance. As stated in the Directive, “If a State has its own US&R team assets standing by, not being utilized, by definition the State cannot certify that it lacks the ability to perform search and rescue work itself.” Therefore, prior to the State of Washington seeking a Presidential disaster or emergency declaration authorizing FEMA to activate US&R Task Force assistance from another state for federal deployment in Washington, Washington State must certify that the in-state resources of WA-TF1 are being utilized or are otherwise unavailable for response.

This Agreement provides a means for the State to certify to FEMA that the resources of WA-TF1 are being utilized or are otherwise unavailable for response in the event of an emergency or disaster in Washington State necessitating a request for FEMA to federally activate and deploy National US&R Task Force assistance from other states.

2. Scope

This Agreement establishes a process for County to inform EMD regarding the availability of WA-TF1 components for response to an emergency or disaster within the State following proclamation of an emergency by the Governor and how WA-TF1 components are being utilized if not available. Additionally, if WA-TF1 components are available, this Agreement provides a means for engaging and utilizing those resources for response following a Governor’s proclamation of emergency in the State.

3. Procedures

A. Alert

- 1) Following a Governor’s proclamation of emergency, the EMD Director or designee may issue an alert to the Pierce County Department of Emergency Management (PCDEM) Director identifying an emergency or disaster within the State for which response by all or part of WA-TF1 may be requested by impacted local jurisdictions or by EMD. The alert may be issued verbally then followed by written confirmation, generally within 12 hours.
- 2) To the extent WA-TF1 is not available for response, PCDEM will provide EMD with available information and written documentation identifying why all or any part of WA-TF1 is not available.

B. Activation/Deployment

- 1) This Agreement is not an authorization for PCDEM to incur administrative expenses to plan or prepare for WA-TF1 activation or deployment, or to activate or deploy WA-TF1 or any of its component resources. PCDEM activation and deployment of WA-TF1 and supporting resources under this Agreement, and any related planning or preparation, shall only be authorized as provided in a completed “Activation Order” amendment to this Agreement in the form of “Attachment A” that has been mutually executed by the parties. County shall not activate or deploy any WA-TF1 or supporting resources under this Agreement except in compliance with such authorization. No

reimbursement will be provided for County administrative expenses incurred to plan or prepare for WA-TF1 activation or deployment, or for WA-TF1 and supporting resources activated or deployed, inconsistent with such authorization.

- 2) WA-TF1 and supporting resources authorized for deployment by PCDEM under this Agreement (the “authorized resources”) are only those listed on mutually executed amendments in the form of “Attachment A” that reference this Agreement by number and include the authorized charge code, PCDEM/WA-TF1 mission number and disaster name, appropriate and pertinent information regarding the type of event, location, magnitude, weather conditions, current situation, predesignated point of departure (POD), date and time of activation, and authorization of funding (if available) for administrative expenses PCDEM may incur to begin planning and to bring together those personnel who are necessary to prepare for WA-TF1 activation and deployment.
- 3) Upon receiving an alert from EMD, PCDEM will contact the WA-TF1 participating entities regarding availability for response to the emergency or disaster using currently applicable National US&R System procedures established by FEMA, and respond to EMD regarding WA-TF1 resource availability for response.
- 4) If PCDEM determines that all or part of WA-TF1 is available for response, EMD and PCDEM will consult to determine whether any of the available WA-TF1 components are appropriate for response to the existing emergency or disaster, based upon then currently available information, and identify an appropriate predesignated POD for available WA-TF1 components EMD determines are appropriate for response.
- 5) If EMD determines that WA-TF1 components are available and appropriate for response to the existing emergency or disaster based on consultation with PCDEM, EMD and PCDEM will execute an Activation Order amendment to this Agreement in the form of Attachment A.
- 6) PCDEM will field all necessary WA-TF1 personnel, equipment and supplies, and, if necessary, a County Liaison Team to the POD within 6 hours of receiving the fully executed Activation Order. Upon arrival at the POD, EMD will provide responding WA-TF1 components with a situational briefing, maps, direction for deployment to the disaster area, and other situational information that is available. EMD will also provide a WA-TF1 liaison to the POD who will travel with WA-TF1 to the disaster area
- 7) Upon arrival at the predesignated disaster area location, WA-TF1 will report to the local incident commander or representative, begin operations under the Incident Command System structure, and identify an appropriate base of operations consistent with then current criteria established for the National US&R Response System.
- 8) While activated, WA-TF1 will submit daily situation reports to EMD through the liaison outlining activities for the past 24 hours and planned activities for the next 24-hour period. Reports should include, but not be limited to, the number of victims rescued and the status of WA-TF1 personnel, equipment and supplies.

C. Demobilization

- 1) Responding WA-TF1 components will be demobilized by EMD upon determination by the EMD Director and PC DEM Director that one of the following has occurred:
 - a. WA-TF1 has completed its assignment;
 - b. Incident conditions have changed and WA-TF1 or any specific component is no longer needed; or
 - c. WA-TF1 or any specific components have been deemed unable to continue operations.
- 2) EMD will issue demobilization orders to PCDEM. Demobilization orders should address the official stand-down time, components being demobilized, reason for demobilization, transportation requirements, basic personnel rehabilitation IAW FEMA Program Directive 2005-020 Post Mission Demobilization Allowance Standards and Reimbursement Guidance (incorporated as Attachment B), and departure itinerary.
- 3) WA-TF1 will be demobilized to the point of origin consistent with demobilization under the National US&R Response System.
- 4) PCDEM will have WA-TF1 submit an After Action Report summarizing the activities of the mission and lessons learned to EMD within 90 days after all Task Force components have been demobilized.

4. Administration, Financial Management and Reimbursement

A. Administration and Organization

PCDEM is responsible for recruiting, organizing and training WA-TF1, and establishing participant agreements with participating entities that authorize PCDEM to commit the participating entity and its employees to in-state activation and deployment under this Agreement, in a manner consistent with PCDEM's sponsoring agency agreements with FEMA and all applicable FEMA policies, directives, procedures, rules and requirements for federal Task Force recruitment, organization, training, activation and deployment, which are hereby incorporated in and made a part of this Agreement.

B. Financial Management

When WA-TF1 is activated, deployed and demobilized by EMD pursuant to this Agreement, and to the extent consistent with state laws, rules, regulations and this Agreement, PCDEM will monitor, track and account for all costs associated with WA-TF1 activation, deployment and demobilization consistent with and subject to the same policies, directives, procedures, rules and requirements as at that time are applicable to FEMA for federal activation, deployment and demobilization of WA-TF1 under 44CFR part 208, and are hereby incorporated in and made a part of this Agreement. To the extent state laws, rules, regulations and this Agreement are more restrictive than federal

policies, directives, procedures, rules and requirements, the provisions of state law, rule, regulation and this Agreement shall be observed.

C. Reimbursement

When WA-TF1 is activated, deployed and demobilized by EMD pursuant to this Agreement, and to the extent consistent with state laws, rules, regulations and this Agreement, EMD will provide reimbursement to PCDEM consistent with and subject to the same policies, directives, procedures, rules and requirements as at that time are applicable to FEMA for federal activation, deployment and demobilization of WA-TF1, and are hereby incorporated in and made a part of this Agreement. To the extent state laws, rules, regulations and this Agreement are more restrictive than federal policies, directives, procedures, rules and requirements, the provisions of state law, rule, regulation and this Agreement shall be observed (see Attachment A), except for the following eligibility and documentation requirements that shall be applied by EMD to requests for reimbursement under this Agreement.

All members of WA-TF1 who are activated and deployed under this agreement are considered to be performing within the scope of their regular employment with their particular employer and are authorized to be compensated according to local pay policies and collective bargaining agreements (as per participating entity agreement).

Documented, reasonable direct administrative costs associated with pre-deployment and post-deployment functions or other costs incurred by supporting agencies of WA-TF1 are eligible. The intent is to provide reimbursement for actual costs incurred during the response.

The following costs are not eligible for reimbursement:

- 1) The purchasing of any items in advance as replacements. While damaged, destroyed, totaled, contaminated, or otherwise unusable items performing service under this agreement (uniform, turn out gear, equipment, etc.) should be considered eligible for replacement, acquisition of items prior to the deployment is not eligible.
- 2) Costs for alcohol, tobacco, toiletries, or similar items are not eligible for reimbursement.
- 3) ANY AND ALL costs incurred by any WA-TF1 component or other entity that self-deployed inconsistent with authorization granted under this Agreement shall be ineligible for reimbursement.

Requests for reimbursement must be supported by the following documentation to be eligible:

- 1) Timesheets or other time monitoring records that are signed by an authorized individual.
- 2) Timesheets for backfill employees.

- 3) Task Force activities recorded in accordance with the daily Incident Action Plan (IAP) and/or other record of work activity.
- 4) Payroll source documentation.
- 5) Travel expense reports and vouchers.
- 6) Receipts or invoices for purchased goods.
- 7) Other documents that substantiate an authorized incurred cost(s) for which reimbursement is sought.

5. Conditions, Amendments and Termination

A. Advance Payments Prohibited

EMD shall make no payments in advance or in anticipation of goods or services being provided under this Agreement.

B. Payment Subject to Appropriation

All payments by EMD under this Agreement are subject to availability of appropriated funds pursuant to Washington Constitution Article VIII, section 4, RCW 43.88.130, and RCW 43.88.290.

C. Alterations and Amendments

This Agreement and any of its Attachments may only be amended or altered by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. All other terms and conditions of this Agreement shall remain in full force and effect and binding upon the parties.

D. Effective Date and Termination

This Agreement is effective as of the dates shown below and will remain in effect until terminated in writing by either party. The party desiring to terminate the Agreement will provide the other party sixty (60) days prior written notice of its intent to terminate. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

E. All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year last specified below.

BY: _____
Richard A. Woodruff, Contracts Officer
Washington State Military Department

BY: _____
Pierce County

Date: _____

Date: _____

URBAN SEARCH & RESCUE SECTION
MEMORANDUM



FEMA

FOR: National Urban Search & Rescue Response System
Task Force Leaders / Program Managers

FROM: Mike Tamillow
US&R Section Chief

DATE: 12 July 2005

RE: US&R Program Directive - 2005-020 — Post-Mission Demobilization Allowance Standards and Reimbursement Guidance

ISSUE STATEMENT

- This Directive is to clarify and provide general guidance in relation to Urban Search and Rescue (US&R) Task Force and Incident Support Team (IST) demobilization allowances and reimbursement claim preparation for the demobilization and post-mission phases of activation.
- The assigned IST(s) will provide recommendations to the US&R Program Office regarding modifications to these demobilization allowance standards on a case-by-case basis.
- Demobilization Orders for all US&R assets will be generated by US&R Program staff in the NRCC considering the recommendations of the assigned ESF-9 Assistant(s) on the IST(s).

General Demobilization Allowances

- Cache rehabilitation staff time:
 - Type I operations = 400 hrs
 - Type III (light task force) operations = 240 hours
 - Not based on the type of TF they are activated as
 - Example: 240 hours for XX-TF1 activated as a Type I TF for Hurricane Wanda
- Basic personnel rehabilitation time (once they reach their home base):
 - Type I operations = 72 hours
 - i.e., OKC, Pentagon, WTC week-long periods of sustained operations
 - Type III operations = 12 to 48 hours - dependent upon the type/severity of operations (IST recommendation to be made to the NRCC/US&R Program Office) Examples:
 - 12 hours if demobilized while en route to an assigned location prior to arrival
 - 24 hours for arrival at the assigned location and subsequently staged only
 - 48 hours for moderate to heavy operations

REQUIRED ACTIONS

- Task forces are directed to use the following information as guidance for developing their reimbursement submission to the US&R Program Office. Reimbursement submissions are due no later than 90 after demobilization and return to home base.

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- **Activation Personnel Costs:**
 - **Task Force Members:** These personnel become eligible for reimbursement upon reporting to the task force Point of Assembly (POA), but no earlier than the activation time stated in the Activation Order.
 - **IST Members:** These personnel become eligible for reimbursement three hours prior to their scheduled flight departure time if traveling by air, or upon beginning travel if traveling by ground.

- **Personnel Rehabilitation Period (PRP):**
 - **Task Force Members:** For this, and future deployments, the timeframe for beginning and ending of the PRP will be determined by the time personnel are released from the POA.
 - If personnel are released from the POA at a time which is prior to the point that is 50% of the Sponsoring Agency's (SA) normal shift schedule, then the PRP will begin on the day of release, at the time that is 50% of the normal shift schedule.
 - If personnel are released from the POA at a time which is equal to or after the point that is 50% of the SA's normal shift schedule, then the PRP will begin on the next day at the normal shift start time.
 - The number of PRP hours will be authorized as part of the Demobilization Order — Example: the SA's normal shift is 24 hours, 0700 to 0700. If personnel were released from the POA at 1500 hours, since this is prior to the 50% shift schedule time of 1900 hours the PRP would begin at 1900 hours. If personnel were released from the POA at 2300 hours, since this is after the 50% shift schedule time of 1900 hours, the PRP would begin the next day at 0700 hours.
 - **IST Members:** For this and future deployments, the same method as stated above applies with two modifications:
 - The PRP start time determination will be made based upon the member's arrival at their home airport, or final destination if traveling by ground.
 - The 50% rule will apply based upon the IST member's normal shift schedule if different from the SA's normal shift schedule.

- **Claim Preparation Explanation:**
 - **Single Disaster Deployment:**
 - If all task force or IST personnel were assigned to a single disaster, prepare one claim for all personnel.
 - Example: XX-TF1 was activated for Hurricane Wanda, assigned to operations and demobilized, and had IST personnel activated for Hurricane Wanda — prepare one Wanda claim.
 - **Multiple Disaster Deployments:**
 - If task force personnel were assigned to different disasters and never reassigned to another disaster — prepare a separate claim for each disaster that includes only those persons assigned to that disaster (i.e., an IST member deployed only to Wanda, and another IST member deployed only to Hurricane Ben would require two separate claims).

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- If task force personnel were assigned to one disaster, then reassigned to another disaster — prepare a separate claim for each disaster that includes only those persons assigned to that disaster for the days assigned to that disaster (i.e., XX-TF1 personnel were activated for Hurricane Wanda, then reassigned to Ben operations — prepare one Wanda claim and one Ben claim).

■ Claim Preparation Illustration:

Assignment(s)	Required Claim(s)	Example(s)
All task force personnel were assigned to a single disaster	Prepare one claim for all task force personnel	1. XX-TF1 was activated for Hurricane Wanda, assigned to operations and demobilized prior to Ben declaration. 1. Prepare one Wanda claim
Task force personnel were assigned to different disasters and never reassigned to another disaster	Prepare a separate claim for each disaster that includes only those persons assigned to that disaster	1. XX-TF1 was activated for Hurricane Wanda, assigned to operations and demobilized prior to the Ben declaration. & 2. A member of XX-TF1 was activated for the Hurricane Ben IST, assigned to operations and demobilized prior to the Ivan declaration 1. Prepare one Wanda claim & 2. Prepare one Ben claim
Task force personnel were assigned to one disaster then reassigned to another disaster	Prepare separate claims for each disaster that includes only those persons assigned to that disaster and for the days assigned to that disaster.	1. XX-TF1 personnel were activated for Hurricane Ben, then reassigned to Wanda operations 1. Prepare one Ben claim & 2. Prepare one Wanda claim

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- Personnel cell phone bills: If IST personnel are required to utilize their personal cell phones to conduct official IST business (due to communication problems while assigned to an incident), these calls are reimbursable. These charges should be reimbursed to the IST member by their task force. The task force should then include these charges with its reimbursement claim for the related disaster. An itemized cell phone invoice must be included, with the IST related calls highlighted and totaled. Only calls for official business are to be claimed. There should be no claim for personal calls.
- As stated in the Demobilization Order, all claims are required to be prepared in the Reimbursement Program version 1.5, April 2002. Any claim not prepared in version 1.5 will be returned for resubmission in the correct version.
- Supporting Documentation Required:
 - Since the September 11, 2001 reimbursement process, comptrollers have required certain “proof of” documentation be provided with every claim submitted. This documentation verified straight and overtime-hourly rates of pay, straight and overtime benefits percentage rates, and showed proof of payment for all individuals named in the claim. Although necessary, this requirement resulted in a large amount of additional paperwork submitted and increased claim review times.
 - Working with the Office of the Inspector General’s (OIG) auditors, the Office of General Counsel (OGC), and FEMA comptrollers, the Reimbursements Claim Unit (RCU) has developed FEMA US&R RCU Form 18-1, *Deployment Rate Verification*. This form is to be used to provide verification of straight and overtime-hourly rates of pay, and straight and overtime benefits percentage rates for all individuals named in a claim.
 - The information is to be entered into Form 18-1 and then be used to construct the Individual Spreadsheets.
 - The task force should send a Form 18-1 to each Sponsoring Agency that provided personnel for a deployment.
 - Backfill personnel information should also be entered into this form.
 - The Sponsoring Agency should fill the form out and return it with documentation verifying the accuracy of the information to the task force.
 - The documentation should then be kept in the task force’s reimbursement files.
 - Signed 18-1s are to be submitted with the task force’s reimbursement claim in place of the individual documentation.
 - Proof of payment is still required to be submitted with the reimbursement claim.
- 75% Personnel Costs Payment:
 - Upon receipt of a properly prepared and documented reimbursement claim, a payment equal to 75% of the claimed personnel costs will be processed automatically.
 - No additional forms or paperwork are required of the task force.

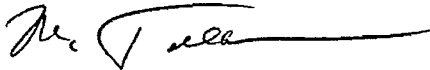
If you have any questions do not hesitate to contact either Joe Hiponia at 202-646-3511, email Joe.Hiponia@dhs.gov or Dean Scott at 202-646-4530, email Dean.Scott@dhs.gov.

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APPROVAL

Issue is approved for Program implementation:

Signed:



Mike Tamillow / US&R Section Chief

12 July 2005

Date

Implementation Date: _____ 12 July 2005 _____

Completion Date: _____ N/A _____

**AMENDMENT # 1
to Contract SC-100938
dated 8/11/2017**

for Washington State Task Force 1 (WA-TF1) State response following a Governor's proclamation of emergency in the State.

THIS AGREEMENT is made and entered into by Pierce County and the Woodinville Fire & Rescue.

WHEREAS, the parties have previously entered into an agreement dated 12/11/08 as a Participating Agency of WA-TF1 for the National Urban Search and Rescue Response System.

WHEREAS, the parties desire to amend the agreement in consideration of the mutual benefits and advantages to be derived by each of the parties,

IT IS HEREBY AGREED as follows:

Participating Agency agrees to mobilize as a State resource if requested by the Washington State Military Department per the terms and conditions set forth in "Exhibit A" - Intergovernmental Agreement for Urban Search and Rescue Assistance between The Washington State Military Department, Emergency Management Division and Pierce County as the Sponsoring Agency for Washington Urban Search and Rescue Task Force 1.

All other terms and conditions of the agreement and all supplements and modifications thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be duly executed, such parties acting by their representatives being there unto duly authorized.

DATE this 28 day of September, 2017

Participating Agency:

Woodinville Fire & Rescue
Full Firm Name


(Signature)

Fire Chief
Title of Signatory Authorized by Firm Bylaws

Mailing Address: P.O. Box 2200
Woodinville, WA 98072-2200

Street Address, if different: 17718 Wdnvl-Snoh Rd NE
Woodinville, WA 98072

Federal Tax ID or Social Security Number:

91-0873317

PIERCE COUNTY:

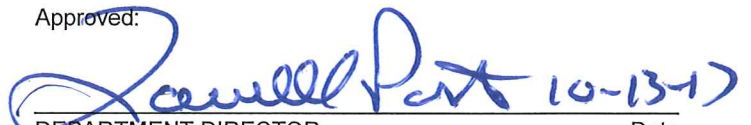
Approved as to legal form only:

 10.23.17
DEPUTY PROSECUTING ATTORNEY Date

Reviewed:

 11/6/17
FINANCE Date

Approved:

 10-13-17
DEPARTMENT DIRECTOR Date

COUNTY EXECUTIVE
(\$250,000 or more)

Date