

## MEMORANDUM OF UNDERSTANDING

DE-GM58-25NA25533

BETWEEN

THE  
NATIONAL NUCLEAR SECURITY ADMINISTRATION  
NEVADA FIELD OFFICE  
AND

CLARK COUNTY FIRE DEPARTMENT – TASK FORCE 1

Effective Date: Last Signature Date

Expiration Date: Five Years from Last Signature Date

This is a Memorandum of Understanding ("MOU") between the National Nuclear Security Administration Nevada Field Office ("NNSA/NFO") and the Clark County Fire Department ("CCFD").

- I. PURPOSE: The purpose of this MOU is to set forth the responsibilities between CCFD (the "Sponsoring Agency") and the Nevada National Security Site Fire & Rescue Department for the Nevada Task Force 1 of the National Urban Search & Rescue Response System (the "Participating Agency").
- II. BENEFITS: The National Urban Search & Rescue ("US&R") Response System (the "System"), established under the authority of the Federal Emergency Management Agency ("FEMA") in 1989, is a framework for organizing federal, state and local partner emergency response teams as integrated federal disaster response task forces. The System's 28 US&R task forces can be deployed by FEMA to a disaster area to provide assistance in structural collapse rescue, or they may be pre-positioned when a major disaster threatens a community. The System is a vital federal asset to support the continuous operation of critical government and business functions that are essential to human health and safety, or economic security.
- III. RESPONSIBILITIES:
  1. RECITALS: Sponsoring Agency and Participating Agency have entered into this MOU in recognition of the following Recitals:
    - 1.1 Sponsoring Agency. As the Sponsoring Agency, CCFD is a cooperating party under a "Memorandum of Agreement" dated [Effective last signature date] with the Federal Emergency Management Agency and the State of Nevada. A copy of the Memorandum of Agreement (the "FEMA MOA") is attached to this MOU as Appendix "A" and incorporated by reference.
    - 1.2 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.
    - 1.3 Task Forces. A 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.

- 1.4 Nevada Task Force 1. The Clark County Fire Department is the Sponsoring Agency for Nevada Task Force 1 (the "Task Force") and is charged with 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.
- 1.5 Applicable Provisions. With respect to National Urban Search & Rescue Response System activities, this MOU incorporates the provisions of the Interim Final Rule, "National Urban Search and Rescue Response System," 70 Fed. Reg. 9182" (Feb. 24, 2005), 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.
- 1.6 Definitions of Terms. Capitalized words and phrases in this MOU 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 MOU.

## 2. UNDERSTANDING OF ROLES AND RESPONSIBILITIES:

### 2.1 Participating Agency.

- 2.1.1. The Participating Agency endeavors 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 MOU as "Participants".
- 2.1.2. Participating Agency should use Participants that meet the required qualifications for the positions to be filled, should receive the required training specified in this MOU and make best efforts to satisfy other conditions of preparedness and response as required by the Sponsoring Agency.
- 2.1.3. 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.

### 2.2 Third Party Liability and Workers' Compensation

- 2.2.1. Participating Agency and its Participants shall be afforded such coverage for third party liability and workers' compensation as is afforded all Task Forces and their System Members under Federal law, the scope of which is generally described in Appendix "A".
- 2.2.2. 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.

### 2.3 Reporting and Record Keeping Requirements

- 2.3.1. The Sponsoring Agency shall issue a Task Force Picture Identification Card for all team members.
- 2.3.2. Participating Agency shall ensure that any medical or other records and information that are afforded confidentiality under applicable law are protected from unauthorized disclosure. Sponsoring Agency shall notify the participating agency in the event PII or PHI information is lost or compromised.
- 2.3.3. Participating Agency shall provide prompt and accurate reporting as specified in this MOU.

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

- 2.4.1. 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.
- 2.4.2. 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.
- 2.4.3. 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.
- 2.4.4. 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.
- 2.4.5. Each Participant must be available on short notice to mobilize within 4 hours of request and be able to respond on a mission for up to 14 days.
- 2.4.6. Each Participant must be capable of improvising and functioning for long hours under adverse working conditions.
- 2.4.7. Each Participant must receive such inoculations as are specified by the Sponsoring Agency.
- 2.4.8. Each Participant must be aware of the signs, symptoms and corrective measures of Critical Incident Stress Syndrome.

- 2.4.9. Each Participant must understand and adhere to safe working practices and procedures as required in the urban disaster environment.
- 2.4.10. 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.
- 2.4.11. Each Participant must have completed such courses of education and training and other requirements as the Sponsoring Agency shall specify.
- 2.4.12. Sponsoring Agency has authority to immediately suspend or terminate a Participant's participation on the Task Force for failure to satisfy any mandatory requirement.

## 2.5 Command, Control and Coordination

- 2.5.1. 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 2.5 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.
- 2.5.2. 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.
- 2.5.3. Nothing in this MOU 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.
- 2.5.4. 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 MOU.

## 2.6 Media and Information Policy

- 2.6.1. 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.
- 2.6.2. All applicable federal, state, and local media policies will be strictly enforced and followed.
- 2.6.3. 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.

## 2.7 Rules of Conduct

- 2.7.1. All Participants will be expected to abide by the rules of conduct established by FEMA and the Sponsoring Agency.
- 2.7.2. 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 2.5 above.

## 2.8 Preparedness Activities

- 2.8.1. 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.
- 2.8.2. 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.

## 2.9 Notification Procedures and Other Communications

- 2.9.1. Alerts and Activation.
  - 2.9.1.1. 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.
  - 2.9.1.2. 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.

2.9.1.3. 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.

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

2.9.1.5. 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.

#### 2.9.2. Mobilization

2.9.2.1. All requisitioned Participants will respond to the designated assembly point within 4 hours of notification with all required personal clothing and equipment and required documentation.

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

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

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

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

#### 3.1 Critical Incident Stress Syndrome ("CISS") and Management

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

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

### IV. EFFECT OF MOU

This MOU is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

This MOU in no way restricts either of the Parties from participating in any activity with other public or private agencies, organizations, or individuals.

## V. FUNDING

This MOU is neither a fiscal nor funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.

The details of the level of support to be furnished to one Party by the other with respect to funding will be developed in specific interagency agreements or other agreements, subject to availability of funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-deficiency Act, 31 U.S.C. 1341.

### 1. Financial Provisions

#### 1.1 Preparedness Funds

1.1.1 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.

1.1.2 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.

#### 1.2 Response Funds

1.2.1 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.

1.2.2 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 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.

1.2.3 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.

- 1.2.4 To ensure proper reimbursement from FEMA, the compensation of Participants on the Task Force shall be in accordance with pay schedules and policies from the time of activation and until the Task Force returns, is deactivated, and Participants are returned to regular work schedules.
- 1.2.5 All financial commitments of Sponsoring Agency are subject to the availability and receipt of funds by Sponsoring Agency from FEMA and other sources.
- 1.2.6 Neither Participating Agency nor any Participant shall be reimbursed for costs incurred outside the scope of this MOU.

## **VI. PRIORITY OF USE**

Each party's performance of its responsibilities and the scheduled use of its facilities and equipment specified in this MOU or in subsequent documents are estimates based upon each party's current projected use of its available resources. If a party's projections change, that party will give the other reasonable notice of the change so that performance of this MOU may be adjusted in accordance with the Amendment/Termination Section. If a conflict arises, each party's use of its resources shall have priority over the use planned by this MOU. Each party in its sole discretion shall determine whether and how to exercise that priority.

### **1. Clothing and Equipment**

- 1.1 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. 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.
- 1.2 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.

## **VII. FREEDOM OF INFORMATION ACT**

Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosure of DOE/NNSA information to the public regarding projects or programs referenced in this MOU shall be made by NNSA/NFO following consultation with the other party.

## **VIII. KEY PERSONNEL**

The personnel listed under this section are designated as key officials for their respective parties. These key officials are the principle point of contact between the parties in the performance of this MOU. Any subsequent changes in contact information will be provided to the other party in writing within 30 days of the change.



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#### IX. AMENDMENT/TERMINATION

1.1 Except as otherwise expressly provided, this MOU may only be amended by written agreement approved and executed by both parties, and all such amendments will be attached to this MOU.

1.2 This MOU may be terminated by mutual consent of the parties, or by either party upon 60 days written notice to the other party.

#### X. EFFECTIVE DATE

This MOU shall become effective on the date when the last party to sign executes the MOU and sends notice to the other party that it has done so. It shall remain in effect for a 5-year term from the effective date, unless terminated earlier as provided herein.

#### XI. MISCELLANEOUS PROVISIONS

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

1.2 Except and to the extent federal law controls, this MOU shall be construed and enforced, as between the parties, according to the laws of the State of Nevada.

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

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

1.5 Except as provided otherwise with respect to emergency notifications, if it is necessary for the purposes of this MOU 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 Section VIII. of this MOU.

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

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

1.8 This MOU 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 MOU.

1.9 Nothing in this MOU shall be construed to create any partnership, joint venture, or employment relationship as between the Parties. The relationship of the Parties hereunder shall be that of independent parties. Neither Party is intended to have, nor shall either represent to any other person that it has any power, right or authority to bind the other Party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other Party, except as expressly required or authorized under this MOU, or as otherwise permitted in writing

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

1.11 This MOU, including the Appendices and attachments, if any, constitutes the entire understanding between the parties and it supersedes any prior MOUs on this matter.

Executed by the undersigned that are authorized to sign this MOU for their respective organizations:

\_\_\_\_\_  
Betty L. Huck, Manager  
Nevada Field Office,  
Department of Energy,  
National Nuclear Security Administration

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tick Segerblom, Chair  
Board of County Commissioners

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Approved as to form

  
\_\_\_\_\_  
Date

Timothy Baldwin  
Deputy District Attorney